

APPROVED BY
RESOLUTION B-247 PASSED
REGIONAL COUNCIL ON
August 12 1993
[Signature]
Deputy
Regional



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 300-93

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 3 of By-Law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 3
NO PARKING

Column 1	Column 2	Column 3	Column 4
Highway	Side	Between	Prohibited Time or Days
Gulfstream Way	South and East	A point 84 metres north of Crosscurrent Drive to a point 69 metres northeasterly thereof	Anytime

2. This By-Law shall not become effective until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 23rd day of June, 1993.

APPROVED
AS TO FORM
OF EXECUTION
City Solicitor
MISSISSAUGA
MTB
Date 93 06 22

[Signature]
MAYOR

[Signature]
DEPUTY CLERK

APPROVED
COMMISSIONER
TRANSPORTATION
and WORKS DEPT.
MISSISSAUGA
[Signature]
DATE 5 6 93

CERTIFIED A TRUE COPY
[Signature]
ARTHUR D. GRANNUM DEPUTY CLERK
CITY OF MISSISSAUGA



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 301-93

A by-law to appoint an Acting Head of Council
for The Corporation of the City of Mississauga;
and to repeal By-law 605-91.

WHEREAS Section 71 of the Municipal Act R.S.O. 1990, c. M.45, provides for the appointment of a Member of Council in the place of the Head of Council when the Head of Council is absent from the Municipality, or absent through illness;

THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That the Member of Council noted in Column 1 below is hereby appointed Acting Head of the Council of The Corporation of the City of Mississauga, pursuant to Section 71 of the Municipal Act, R.S.O. 1990, c. M.45, if at any time during the months shown opposite their respective name in Column 2, the Head of the Council is absent from the Municipality or is absent through illness:

Column 1

H.E. Kennedy

P. Mullin

M. Prentice

F. Dale

F. McKechnie

D. Culham

N. Iannicca

K. Mahoney

P. Saito

Column 2

June 1993 and July 1993

August 1993 and September 1993

October 1993 and November 1993

December 1993 and January 1994

February 1994 and March 1994

April 1994 and May 1994

June 1994 and July 1994

August 1994 and September 1994

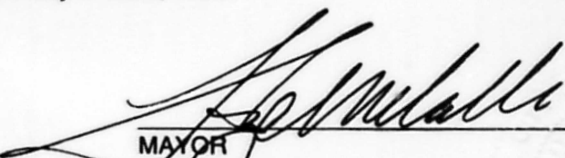
October 1994 and November 1994

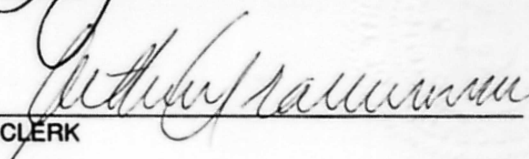
2. That in the event that the Member of Council appointed as Acting Head of the Council of The Corporation of the City of Mississauga is absent from the Municipality or absent through illness, the Member of Council listed in Column 1 immediately preceding the absent Member, is appointed in that Member's place.

3. That By-law 605-91 is hereby repealed effective the day this by-law is enacted.

ENACTED AND PASSED THIS 23rd day of June, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	06	22


MAYOR


DEPUTY CLERK

REPEALED BY
BY-LAW619-93



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 302-93

**A By-law to authorize the execution
of an Agreement to amend the
Servicing Agreement for Plan 43M-1072**

WHEREAS Steluk Developments Limited is the developer of the lands contained in Plan 43M-1072;

AND WHEREAS Steluk Developments Limited has executed a Servicing Agreement for the development of Plan 43M-1072 (T-89002);

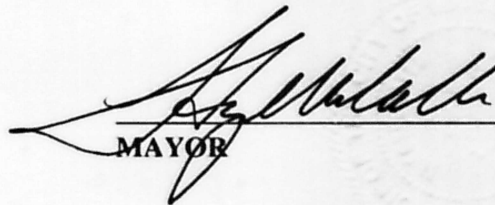
AND WHEREAS Steluk Developments Limited has requested an amendment to the Servicing Agreement for Plan 43M-1072;

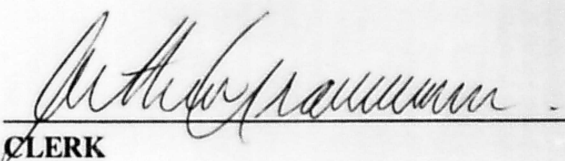
NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That the Mayor and Clerk be authorized to execute the agreement to amend the Servicing Agreement for Plan 43M-1072 (T-89002) between The Corporation of the City of Mississauga and Steluk Developments Limited and that the corporate seal be affixed thereto following approval of the amending agreement by the Office of the City Solicitor.

ENACTED AND PASSED this 23rd day of June 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	06	22


MAYOR


DEPUTY CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA			
			
DATE	93	06	14

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

302-93

A

FOR OFFICE USE ONLY

(1) Registry ☐	Land Titles ☒	(2) Page 1 of 2 pages
(3) Property Identifier(s)	Block	Property
		Additional: See Schedule ☐

(4) Consideration
Reconveyance pursuant to terms of Servicing Agreement
TWO-----Dollars \$ 2.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

PART OF PARCEL PLAN-2, SECTION 43M-1072
LOTS 130, 131 AND 132, PLAN-1072
CITY OF MISSISSAUGA
REGIONAL MUNICIPALITY OF PEEL

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(6) This Document Contains	(a) Redescription New Easement Plan/Sketch ☐	(b) Schedule for: Description ☐ Additional Parties ☐ Other ☐	(7) Interest/Estate Transferred Fee Simple
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(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE CITY OF MISSISSAUGA		1993 07 12
Hazel McCallion - Mayor		
Terence Julian - Clerk		1993 07 12
We are authorized to bind the Corporation under By-Law No. 302-93.		

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction	Signature(s)	Date of Signature Y M D
Name(s)		

(10) Transferor(s) Address for Service	300 City Centre Drive, Mississauga, Ontario L5B 3C1
--	---

(11) Transferee(s)	Date of Birth Y M D
STELUK DEVELOPMENTS LIMITED	

(12) Transferee(s) Address for Service	2370 Wycroft Road, Oakville, Ontario L6L 6M1
--	--

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.	Date of Signature Y M D	Signature	Date of Signature Y M D
Signature.			
Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.			
Name and Address of Solicitor	Signature.	Date of Signature Y M D	

Planning Act — OPTIONAL Affix Statement by Solicitor for Transferee(s) here if necessary	(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.	Date of Signature Y M D
	Name and Address of Solicitor	Signature.

(15) Assessment Roll Number of Property	Cty.	Mun.	Map	Sub.	Par.	Not Assigned
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(16) Municipal Address of Property Not Assigned	(17) Document Prepared by: Mary Brennan City of Mississauga 300 City Centre Drive Mississauga, Ontario AG:cp:M-1072	FOR OFFICE USE ONLY	Fees and Tax	
			Registration Fee	
			Land Transfer Tax	
			Total	

Memorandum



TO: Terence Julian - Office of the City Clerk
FROM: Andrew Gomes - Office of the City Solicitor
DATE: July 6, 1993
RE: Steluk Developments Limited
Plan 43M-1072

Enclosed please find a Transfer in triplicate by The Corporation of the City of Mississauga in favour of Steluk Developments Limited in respect of Lots 130, 131 and 132, Plan 43M-1072.

These lands are being reconveyed to the developer pursuant to By-Law 302-93 which amends item 6(a) of Schedule B of the Servicing Agreement for this plan and at the request of the Transportation and Works Department.

Please let me have two executed copies of this Transfer for transmission to the Developer's solicitor.

Andrew Gomes
Senior Law Clerk
896-5409

AG:cp

cc Tim Gallagher - Planning and Building Department



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **303-93**

A By-law to amend By-law Number 5500, as amended.

WHEREAS By-law 172-93 being a By-law to amend By-law 5500, as amended, was passed by the Council for the Corporation of the City of Mississauga pursuant to section 34 of the Planning Act, R.S.O. 1990, c.P.13, at it's meeting held on the 28th day of April, 1993;

AND WHEREAS By-law 172-93 contains certain clerical errors;

AND WHEREAS it is deemed necessary to amend Section 1998 of By-law 5500.

NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

1. By-law Number 5500, as amended, being a City of Mississauga Zoning By-law, (former Town of Mississauga), is further amended by deleting Section 184.
2. By-law Number 5500, as amended, is further amended by adding the following section:

1998. Notwithstanding their "AC4" zoning, the lands delineated as
(SPA) "AC4 - Section 1998" on Schedule "B" of this By-law shall only be used in compliance with the "AC4" zone provisions contained in this By-law, except that:

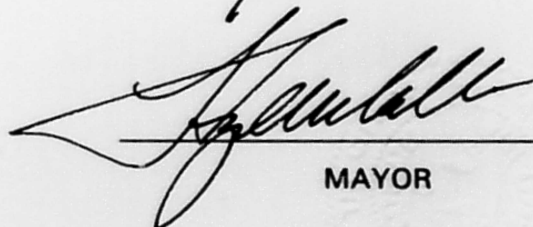
- (1) the provisions of section 98(2) and subsection 96(b) and clauses 98(1)(b), (c), (d), (e), (h), (i), (k), and (l) of this By-law shall not apply;

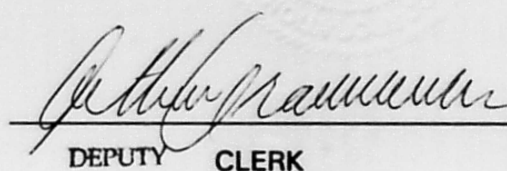
- (2) in addition to the car wash permitted under subsection 96(a) of this By-law, a gas bar and accessory convenience store with an internal automatic banking machine shall be permitted;
- (3) rear and side yards shall be provided with each yard to have a minimum of 8.0 m;
- (4) the minimum frontage shall be 68.0 m;
- (5) notwithstanding Schedule "A" to section 22C of this By-law, a minimum of 10 car storage spaces shall be provided and maintained on the same lot for the car wash;
- (6) for the purposes of this section, "CONVENIENCE STORE" means a building or structure, or part thereof, accessory to a gas bar, where food and convenience goods are stored and offered for sale at retail and where food prepared on the premises, without seating for the consumption of food on the premises are sold and may include accessory thereto an internal automatic bank machine, with a maximum gross leasable area including the gas bar kiosk, of 134 m²;
- (7) all means of ingress or egress shall have a minimum width of 12.0 m;
- (8) the minimum distance between the point of intersection of the boundaries of the two intersecting highways and the nearest means of ingress to the car wash shall be 35.0 m.

3. Map Number 14, of Schedule "B" to By-law Number 5500, as amended, is further amended by changing thereon from "AC3 - Section 184" to "AC4 - Section 1998", the zoning of Part of Lot 5, Concession 1, South of Dundas Street, in the City of Mississauga, PROVIDED HOWEVER THAT the "AC4 - Section 1998" zoning shall only apply to the lands which are shown on the attached Schedule "A" outlined in the heaviest broken line with the "AC4 - Section 1998" zoning indicated thereon.

ENACTED and PASSED this *23rd* day of *June* 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	43	06	22


MAYOR


DEPUTY CLERK



PART OF LOT 5,
CONCESSION 1,
S.D.S.
CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 303-93 PASSED BY
COUNCIL ON June 23, 1995



DEPUTY CLERK

07/69/90(F)



At the south east corner of Dundas Street East and Dixie Road, in the City of Mississauga, as shown on the attached Map designated as Schedule "A".

Further information regarding this By-law may be obtained from D'Arcy Rahkola of the City Planning and Development Staff at 896-5557.

bylaws/bl1998.djr/lq/1-4



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 304-93

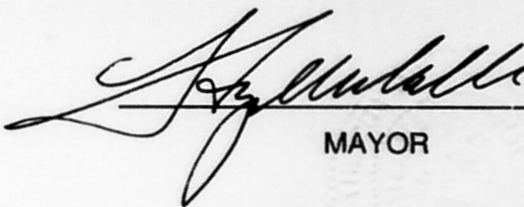
A By-law to amend By-law Number 5500, as amended.

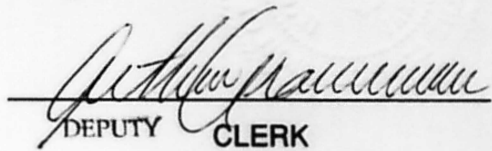
THE COUNCIL of The Corporation of the City of Mississauga, pursuant to section 34 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. Map Number 39, of Schedule "B" to By-law Number 5500, as amended, being a City of Mississauga Zoning By-law (former Town of Mississauga), is further amended by changing thereon from "A" to "RM5 - Section 1942", the zoning of Part of Lot 2, Concession 1, East of Hurontario Street, in the City of Mississauga, PROVIDED HOWEVER THAT the "RM5 - Section 1942" zoning shall only apply to the lands which are shown on the attached Schedule "A" outlined in the heaviest broken line with the "RM5 - Section 1942" zoning indicated thereon.

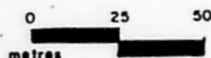
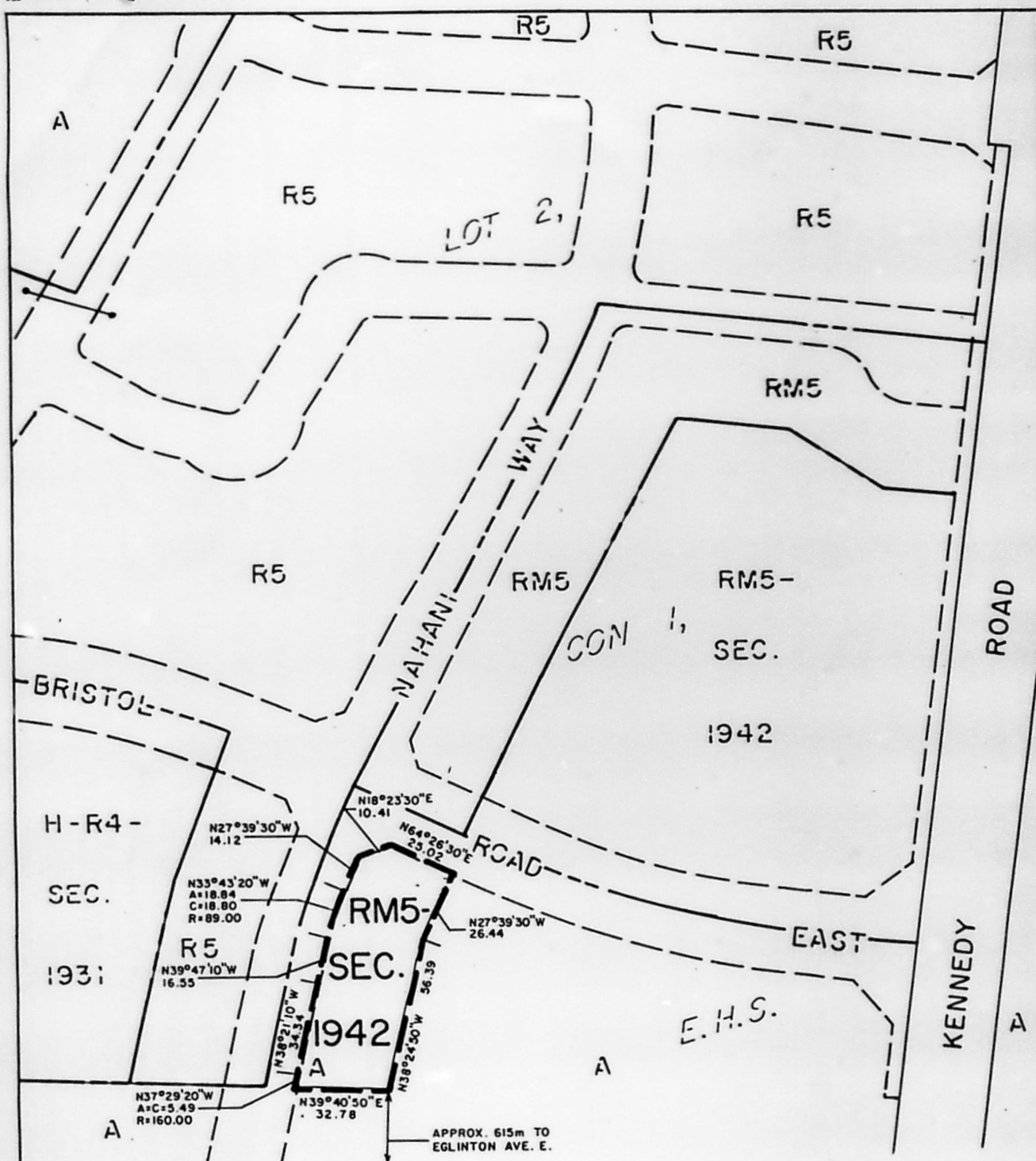
ENACTED and PASSED this 23rd day of June 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	06	22


MAYOR

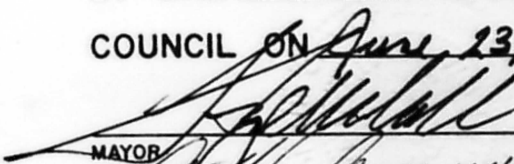
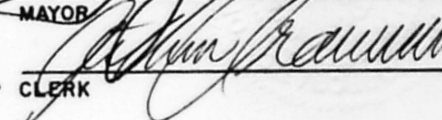

DEPUTY CLERK

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on June 23, 1993



PART OF LOT 2,
CONCESSION 1,
E. H. S.
CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 304-93 PASSED BY
COUNCIL ON June 23, 1993


MAYOR

DEPUTY CLERK

APPENDIX "A" TO THE APPLICATION FOR APPROVAL OF BY-LAW NO. 304-93

Explanation of the Purpose and Effect of the By-law

This By-law changes the zoning of the property outlined on the attached Schedule "A" from "A" to "RM5 - Section 1942".

"A" permits agricultural uses.

"RM5 - Section 1942" permits street row dwellings and row dwellings at a maximum density of 32.2 unit per hectare.

Location of Lands Affected

West side of Kennedy Road, south of Bristol Road East, in the City of Mississauga, as shown on the attached Map designated as Schedule "A".

Further information regarding this By-law may be obtained from Jim Levac of the City Planning and Building Staff at 896-5534.



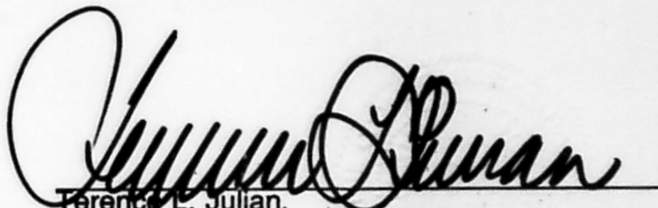
THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT 1990, c.P.13

I, **TERENCE L. JULIAN**, City Clerk, hereby certify that the notice for By-law 304-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 23rd day of June, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 18 of Section 34 of the Planning Act 1990, on the 6th day of July, 1993.

I, also certify that the last day for filing a Notice of Appeal pursuant to subsection 19 of Section 34 of the Planning Act 1990, was the 26th day of July, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 28th day of July, 1993.


Terence L. Julian,
City Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **305-93**

A By-law to amend By-law Number 5500, as amended.

THE COUNCIL of The Corporation of the City of Mississauga, pursuant to section 34 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. By-law Number 5500, as amended, being a City of Mississauga Zoning By-law, (former Town of Mississauga), is further amended by deleting the "Section - 1888" and replacing with the following:

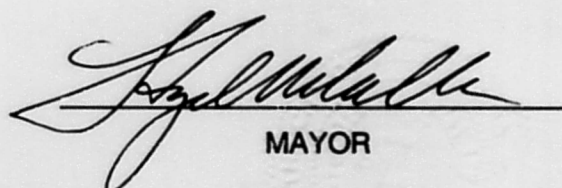
1888. Notwithstanding their "M1" zoning, the lands delineated as
(SPA) "M1 - Section 1888" on Schedule "B" of this By-law shall only be used in compliance with the "M1" zone provisions contained in this By-law except that;

- (1) the provisions of subsections 20(e), (i), and (j) of this By-law shall not apply;
- (2) no buildings or structures of any kind shall be located within 3.0 m of the "G - Section 1856" zone;
- (3) notwithstanding subsection 109(c) of this By-law and for the purpose of this section, business, professional and administrative offices shall be permitted with a maximum gross floor area of 0.5 times the lot area;
- (4) no buildings or structures used for business, professional and administrative offices shall exceed 2 storeys in height above established grade.

2. Map Number 47, of Schedule "B" to By-law Number 5500, as amended, is further amended by changing thereon from "M1 - Section 1798" to "M1 - Section 1888", the zoning of Part of Lot 8, Concession 1, West of Hurontario Street, in the City of Mississauga, PROVIDED HOWEVER THAT the "M1 - Section 1888" zoning shall only apply to the lands which are shown on the attached Schedule "A" outlined in the heaviest broken line with the "M1 - Section 1888" zoning indicated thereon.

ENACTED and PASSED this *23rd* day of *June* 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	06	22


MAYOR


DEPUTY CLERK

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on *June 23, 1993*



PART OF LOT 8,
CONCESSION 1,
W. H. S.
CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY - LAW 205-93 PASSED BY
COUNCIL ON June 23, 1993

[Signature]
MAYOR

[Signature]
DEPUTY CLERK

Explanation of the Purpose and Effect of the By-law

This By-law changes the zoning of the property outlined on the attached Schedule "A" from "M1 - Section 1798" to "M1 - Section 1888, to permit industrial uses and limited free standing offices.

"M1 - Section 1798" permits industrial and manufacturing uses that are conducted within enclosed buildings. Business, professional and administrative offices shall not be permitted unless they are accessory to the principal manufacturing or industrial undertaking.

Previous "M1 - Section 1888" permits industrial and manufacturing uses that are conducted within enclosed buildings. All buildings and/or structures shall have increased setbacks from the approved top-of-bank of the Fletcher's Creek. Business, professional and administrative offices shall not be permitted unless they are accessory to the principal manufacturing or industrial undertaking.

New "M1 - Section 1888" permits industrial and manufacturing uses that are conducted within enclosed buildings. All buildings and/or structures shall have increased setbacks from the approved top-of-bank of the Fletcher's Creek. Free-standing business, professional and administrative offices shall be permitted subject to a maximum floor space index of 0.5 and a maximum height of two-storeys.

Location of Lands Affected

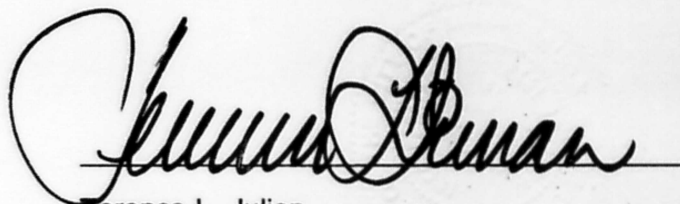
Located on the west side of Hurontario Street, north of Highway No. 401, in the City of Mississauga, as shown on the attached Map designated as Schedule "A".

Further information regarding this By-law may be obtained from Diana Rusnov of the City Planning and Development Staff at 896-5534.

Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 23rd day of June, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 18 of Section 34 of the Planning Act 1990, on the 6th day of July, 1993.

I, also certify that the last day for filing a Notice of Appeal pursuant to subsection 19 of Section 34 of the Planning Act 1990, was the 26th day of July, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 28th day of July, 1993.

A handwritten signature in black ink, appearing to read "Terence L. Julian", written over a horizontal line.

Terence L. Julian,
City Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 306-93

A By-law to remove certain lands
from part-lot control.

THE COUNCIL of The Corporation of the City of
Mississauga, pursuant to subsection 50(7) of the Planning Act, R.S.O.
1990, c. P.13, ENACTS as follows:

1. Subsection 50(5) of the Planning Act, R.S.O. 1990, c.
P.13, does not apply to the lands that are described as follows:

Block 2, and Part of Block 24, Registered Plan
43M-453, designated as Parts 1 to 12, both inclusive, Reference Plan
43R-19888 in the City of Mississauga, Regional Municipality of Peel.

2. This By-law shall not become effective until it has
been approved by the Regional Municipality of Peel and a certified
copy or duplicate of the By-law has been registered in the proper
land registry office.

ENACTED AND PASSED THIS 23rd DAY OF June, 1993.

MAYOR

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MB			
Date	93	06	22

DEPUTY CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

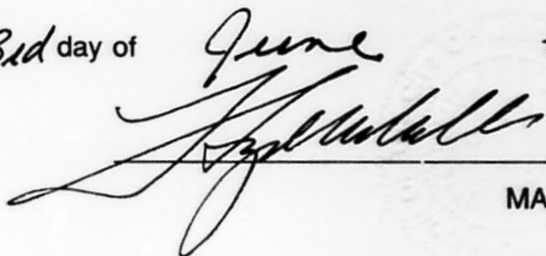
BY-LAW NUMBER . 307-93

A By-law to amend By-law 553-92,
being an Interim Control By-law
under section 38 of the Planning Act, R.S.O. 1990, c.P.13.

The Council of The Corporation of the City of Mississauga, pursuant to
section 38 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. By-law Number 553-92 is amended to reduce the extent of the area covered by the said By-law, by deleting therefrom lands located north of Britannia Road East, on the east side of Atlantic Drive, municipally known as 6141 Atlantic Drive, Unit 7, and under the name of D & H Matting Enterprises Inc., as shown on Schedule "A" to this by-law.

ENACTED and PASSED this 23rd day of June 1993.


MAYOR


DEPUTY CLERK

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on June 23, 1993.

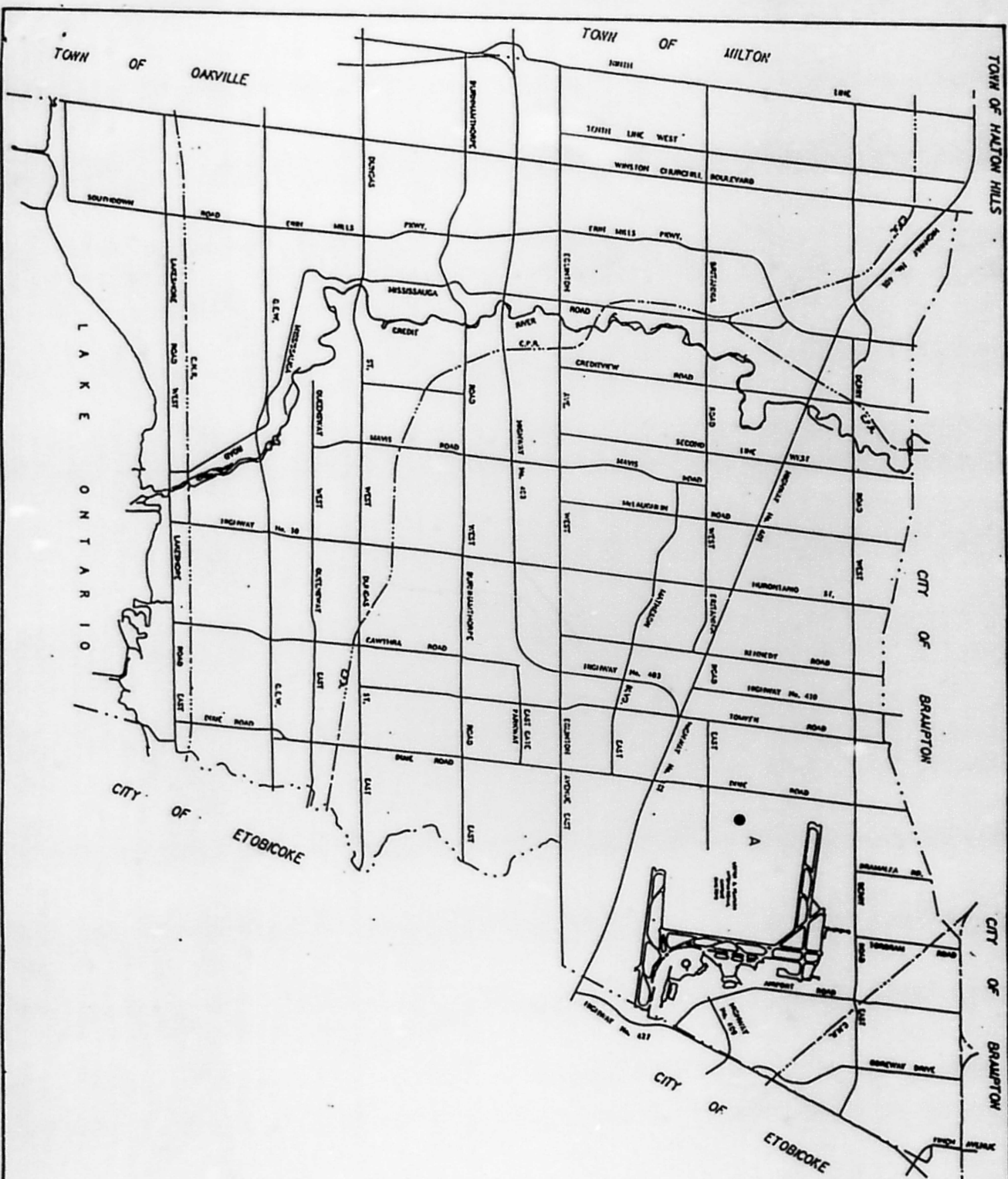
Building Department to undertake a special planning study to examine recycling industries and waste transfer stations in terms of land use planning, locational requirements, and appropriate means to address these considerations in the planning process.

Location of Lands Affected

Lands municipally known as 6141 Atlantic Drive, Unit 7, under the name of D & H Matting Enterprises Inc., in the City of Mississauga, as shown on the attached map designated as Schedule "A."

Further information regarding this By-law may be obtained from Angela Dietrich of the City Planning and Building Staff at 896-5510.

AD|d:/waste/dhmat.bl



● A. D. B. H. MATTING ENTERPRISES INC.
6141 Atlantic Dr., Unit 7

CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 307.93 PASSED BY
COUNCIL ON June 23, 1993

MAYOR

[Signature]

DEPUTY CLERK

[Signature]



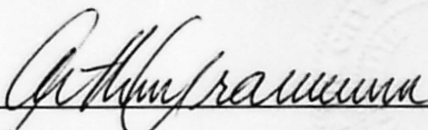
THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT, R.S.O. 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 307-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 23rd day of June, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 3 of Section 38 of the Planning Act, R.S.O. 1990, on the 13th day of July, 1993.

I also certify that the last day for filing a Notice of Appeal pursuant to subsection 4 of Section 38 of the Planning Act, R.S.O. 1990, was the 23rd day of August, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 24th day of August, 1993.



Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **308-93**

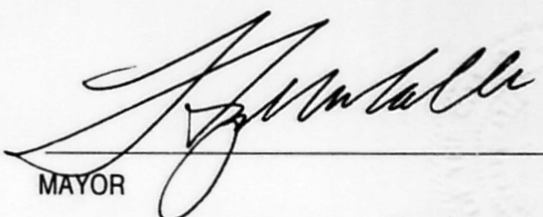
**A by-law to authorize execution of an agreement
for engineering services for the DETAIL DESIGN OF
THE HIGHWAY 403 SOUTH SERVICE ROAD
FROM DUKE OF YORK BOULEVARD TO EAST OF HURONTARIO STREET.**

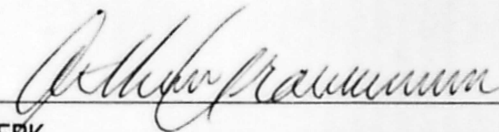
WHEREAS the Council of The Corporation of the City of Mississauga desires to retain the services of TOTTEN SIMS HUBICKI ASSOCIATES for engineering services for the detail design of the Highway 403 South Service Road from Duke of York Boulevard to east of Hurontario Street at an estimated cost of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00).

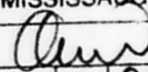
NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT an agreement between The Corporation of the City of Mississauga and TOTTEN SIMS HUBICKI ASSOCIATES, at an estimated cost of TWO HUNDRED AND FIFTY THOUSAND (\$250,000.00) be executed by the Mayor and Clerk and the Corporate seal be affixed thereto following approval of the agreement by the Office of the City Solicitor.

ENACTED AND PASSED this 21 day of June, 1993


MAYOR


DEPUTY CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
	
DATE	21 6 93

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 16th day of August
A.D. 1993

-BETWEEN-

THE CORPORATION OF THE CITY OF MISSISSAUGA

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

TOTTEN SIMS HUBICKI ASSOCIATES (1991) LIMITED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to Construct the Highway 403 South Service Road - Phase 2, from Duke of York Boulevard To East of Hurontario Street; City File No. 17 111 93146

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Consultant shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.
- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2.1 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Consultant is practising as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Consultant, his employees, officers or agents in the performance of this Agreement.

1.11 Insurance

The Consultant shall obtain and keep in force:

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 for general liability and \$5,000,000.00 for automobile insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000.00.

c) Proof of Insurance and Change in Coverage

The Consultant shall provide to the Client evidence of the required insurance coverage set out in Section 1.11 a) and b) in the form of certified copies of the policies relating thereto. Said policies shall be endorsed to provide that, in the event of any change in the policy affecting the interests of the City, or, in the event of their cancellation the insurer shall give notice of such change or cancellation by registered mail to the Client at least sixty (60) days prior to the effective date of such change or cancellation.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Specialized Services

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any confidential information communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.21 Arbitration

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, Chapter A-24, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, the Consultant shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes;

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

(Not Applicable)

ARTICLE 2 - SERVICES

2.1 Consultant's Services for Preliminary and Detailed Design of Road and Bridge Works

The Consultant shall provide the professional services as described in the Proposal of May 21, 1993 and in the Work Program dated August 17, 1993 and attached to this Agreement as Appendix A and Appendix B respectively.

2.2 Client's Services for Preliminary and Detailed Designs of Road and Bridge Works

The client shall provide the Consultant with the following services:

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions with the Project area, and correspondence relevant to the work.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Traffic Information, Transportation and Environmental Study Reports relevant to the Project.
4. Available Functional Planning, Preliminary Design and Environmental Study Reports and/or drawings of adjoining Projects.
5. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement. Designate in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 6 hereof; inclusive, in the performance of the Consultant's services under this agreement.

2.3 Consultant's Services for Construction Administration (Optional) (To be used upon written request by the City)

The Consultant, on behalf of the Client, provides a review of the work during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

(a) Administrative Services

1. Consultation in the tendering of a contract for the Project.
2. The review, modification and approval of the Contractor's construction schedule, the processing of monthly progress and final payment certificates for the work, and the preparation and submission of work progress reports to the Client at such time and in such form and detail as the client may require. Follow up of construction with respect to progress costs, schedule, and apportionment of costs.
3. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.

4. Review of contractor's proposed construction staging, signing, safety and traffic maintenance measures.
5. Modification of design as required to provide for unexpected field conditions.
6. Attendance at regular site meetings and preparation of minutes.
7. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
8. Review shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
9. Recommend on the validity of charges for additions or deletions and recommend on the issue of change orders.

(b) Field Administration

1. Assign necessary field supervisory staff to adequately control the accuracy and quality of the contract work.
2. Direction of the Consultant's field staff, and review of the contractor's work to ensure compliance with the plans and specifications.
3. Surveying and field stakeout for the layout control, and calculation of pay quantities for the work.
4. Calculation and recording of quantities, and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
5. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation in the work, and the review of test results and judgement of acceptability of said materials.
6. On-site tests during the construction of the work to verify acceptability according to the specifications.
7. The assignment of the necessary field inspectors to perform such field operations necessary in the provision of the foregoing construction administration services.
8. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
9. Carrying out final inspection at the conclusion of the construction contract and at the end of the maintenance period for final acceptance of the contract.
10. The preparation and submission to the Client of one complete set of reproducible, revised contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. Consultant is not responsible for the accuracy or completeness of field change information supplied (or to have been supplied) by persons not in the Consultant's employ.

- (c)** It is understood and agreed that the above services of the Consultant are only to be performed upon the written request of the Client and upon such written request the provisions of Section 2.4 shall apply with respect to the Client's Services for Construction Administration and the provisions of Article 3 with respect to Fees and Disbursements.

2.4 Client's Services for Construction Administration

The Client shall provide the Consultant with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Consultant under Section 1.08 Additional Services.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designate in writing an Individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden of 26.74% to cover vacation, statutory holidays, health and medical insurance, group life and disability insurance, company and Canada pension employer contributions, Workers' Compensation and Unemployment Insurance, but excluding bonuses or profit sharing.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2 provided that for Preliminary and Detail Design Services the upset limit of such fee shall be \$250,000.00, including all applicable taxes which fee shall not be exceeded except by written agreement properly executed by both parties. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost plus 100%.
- b) Services During Construction:
 - i) For all services, except for staff full-time continuously on site: Payroll Cost plus 100%.
 - ii) For site staff working full time continuously...Payroll Cost plus 70%. All other staff shall be charged as in i) above.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

3.2.2 Deleted

3.2.3 Computer Services

Computer services, except where a computer is used for design under the percentage fee scale or for the Consultant's normal office administration, shall be considered a reimbursable expense.

3.2.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, teletype and telegraph charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, approved special consultations, subsurface investigations, legal surveys, chemical and physical tests.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an Invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of Nil per month on overdue accounts.

3.3.2 Deleted

4.1 Notices

Any notices under this Agreement shall be in writing and delivered to or sent by prepaid first class mail addressed to the Client or the Consultant, as the case may be at the addresses hereinafter set out and shall be deemed to be received on the fourth business day after being mailed.

Client

The Corporation of the the City of Mississauga
Transportation and Works Department
3484 Semenyk Court
Mississauga, Ontario
L5C 4R1

Attention: Mr. K.J. Schipper, P. Eng.

Consultant

Totten Sims Hubicki Associates (1991) Limited
300 Water Street
Whitby, Ontario
L1N 9J2

Attention: Mr. R.L. Windover, P. Eng.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seal duly attested by the hands of their proper signing officers on the day and year first above written.

SIGNED AND DELIVERED

CONSULTANT

TOTTEN SIMS HUBICKI ASSOCIATES (1991) LIMITED

per *Thirion* President
per *Robert S. Baker* Senior Vice-President

THE CORPORATION OF THE CITY OF MISSISSAUGA

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
<i>Edia</i>			
Date	93	10	29

DEPUTY

[Signature] Mayor
[Signature] Clerk

Document Execution Authorized by City of Mississauga By-Law No. 308-93
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Appendix A

PROPOSAL

May 21st, 1993

Mr. A. E. McDonald, P. Eng.
Commissioner of Transportation and Works
City of Mississauga
3484 Semenyk Court
Mississauga, Ontario
L5C 4R1

Attention: Mr. C. J. Schipper, P. Eng.
Director, Transportation and Engineering Planning

**Re: PROPOSAL for Preliminary and Detail Design Engineering Services,
Highway 403 South Service Road From Duke of York Boulevard
to East of Hurontario Street, City of Mississauga**

Dear Sir:

This submission to the City of Mississauga is prepared in response to the City's invitation at a briefing session on May 17th, 1993 for a Proposal for consulting engineering services for the **Preliminary and Detail Design of Highway 403 South Service Road from Duke of York Boulevard to East of Hurontario Street.**

As you are aware, TSH has been retained by the City of Mississauga to undertake the Preliminary and Detail Design of the Highway 403 South Service Road, Phase 1 from west of Mavis Road to Duke of York Boulevard. The excellent working relationships which have been established between TSH and the City/MTO's project planning and design staff during the course of the Phase 1 assignment has resulted in early resolution of numerous design challenges related to the project. *Maintaining continuity in the design process for the remaining portion of the South Service Road addressed in this proposal is considered "key" to the successful and timely completion of the project.*

1.0 THE PROJECT

The project outlined in this proposal comprises the easterly extension of the five lane urban roadway section associated with the Highway 403 South Service Road from Duke of York Boulevard easterly to City Centre Drive. Connecting roadway sections are proposed between the Service Road and Rathburn Road at Road "A" and City Centre Drive.

East of City Centre Drive, it is proposed to link one of the two eastbound lanes of the Service Road to eastbound Highway 403 at Hurontario Street. To facilitate this connection, it will be necessary to modify the Highway 403 Ramps N-E and W-N/S at Hurontario Street including grade separation of the Service Road and W-N/S Ramp. Ultimately, a grade separation at Hurontario Street for the one eastbound lane and a realigned N-E Ramp, and realignment of S-E Ramp, are proposed in the 'concept' design prepared in conjunction with the previously completed Environmental Study Report (ESR).

As requested by the City of Mississauga, the design assignment outlined in this proposal incorporates the Preliminary Design of the Service Road from Duke of York Boulevard to East of Hurontario Street. The Detail Design component has been separated into two parts, Part A from Duke of York Boulevard to City Centre Drive, and an Optional Part B from City Centre Drive easterly to east of Hurontario Street to facilitate possible staging of the project implementation. Construction of the project is scheduled to commence in 1996.

As previously mentioned, an ESR has been previously prepared and approved relative to the Highway 403 South Service Road by the City of Mississauga. We are familiar with this document in its entirety.

2.0 KEY ISSUES

'Key Issues' which must be addressed, particularly in the development of the Preliminary Design for the Highway 403 South Service Road from Duke of York Boulevard to East of Hurontario Street include:

- A detailed analysis and evaluation of the horizontal and vertical alignments of the South Service Road, as proposed in the ESR document, through close liaison with the City and MTO to:
 - Ensure proper '**Integration of MTO Requirements**' for the ultimate widening of Highway 403, recognizing the Ministry's pending Preliminary Design Study addressing High Occupancy Vehicle/Reserve Bus Lanes (HOV/RBL) and the Highway 403 Operational aspects, and the City's requirements for HOV/RBL design for the South Service Road.
 - '**Minimize Impacts**' of the proposed South Service Road improvements on the existing Cooksville Creek Culvert crossing. It is noted that the concept design in the ESR for the Highway 403 South Service Road has a major impact on the existing Cooksville Creek culvert. It is felt that design opportunities exist to "fine tune" the horizontal and vertical geometry of the South Service Road and W-N/S Ramp in the Preliminary Design stage in the area of the Cooksville Creek which may result in the elimination, or minimization of impacts on the existing Cooksville Creek culvert.
 - '**Minimize Impacts**' of the proposed South Service Road and Highway 403-Hurontario Street ramp modifications on the existing Highway 403-Hurontario Street grade separation.
- Detailed examination of the '**Operational**' aspects of the South Service Road including Highway 403 operations, i.e. lane balancing, weaving distances, interchange/intersection operations, etc., and including a thorough review and evaluation of '**Traffic Operations**' at the intersections of City Centre Drive-Rathburn Road, City Centre Drive-South Service Road, and the proposed Transitway Station access roadway at the City Centre Drive extension.
- Develop, analyse and evaluate '**Alternative Design Concepts**' for the South Service Road project and finalize Preliminary Design for the South Service Road, Duke of York Boulevard to City Centre Drive. Select preferred Preliminary Design concept for South Service Road from City Centre Drive to East of Hurontario Street for integration with MTO's pending Preliminary Design Study of Highway 403, or for 'staged' implementation of roadway elements east of City Centre Drive.

- Integration of appropriate '**Stormwater Management**' measures as defined in the **Drainage Design Report**, prepared as part of the Phase 1 Highway 403 South Service Road design assignment. Definition of stormwater '**Best Management Practices**' (BMP's) as approved by the City, MTO, MNR and the CVCA.
- Recognition of the '**Design and Operational**' requirements for the proposed Mississauga Transitway's Mississauga Station in the design of City Centre Drive northerly extension and W-N/S Ramp improvements.
- Undertake '**Noise Analysis**' to determine affects of proposed roadway improvements east and west of Hurontario Street. Due consideration will be given to the future alignment of Mississauga Transitway east of Hurontario Street in the design of the proposed earth berm relocation for noise mitigation purposes.
- Identify and incorporate MTO requirements/provisions for '**Freeway Traffic Management Systems**' (FTMS) relative to the South Service Road.
- Define '**Right-of-way/Jurisdictional Requirements**' for the ultimate Highway 403 and South Service Road and co-ordinate required property negotiations with MTO, MGS, Ministry of Municipal Affairs and private landowners.
- Develop '**Staging/Road Detours**' to maintain existing traffic movements on the Highway 403-Hurontario Street Ramps W-N/S, N-E and S-E during construction.
- Develop an '**Earth Moving Strategy**' to maximize use of available fill materials recognizing that the existing earth berm will be removed to afford unobstructed views from Highway 403 and the Service Road southerly to Mississauga's City Centre area.
- Define '**Maintenance**' responsibilities and strategies relative to South Service Road.
- Dissemination of Preliminary Design information at a '**Public Information Centre**'; meetings with Community Advisory Group(s), the Ward Councillor, TTC and Operations and Works Committee to ensure that the public and elected officials are fully aware of the proposed roadway improvements.

3.0 DATA TO BE SUPPLIED BY CITY/MTO

In preparing our proposal and further to the briefing meeting, it has been assumed that the following information will be supplied by the City/MTO:

- Aerial photography and base mapping (supplied by Northway Mapping at 1:4000 scale; assumed non-digital format). Base drawings of existing roadways and municipal services in the area of the project (i.e. Hurontario Street, Hurontario Street-Highway 403 Interchange, Rathburn Road, etc.). Existing rights-of-way plans and legal survey reference movements; legal survey work by City.
- Design traffic volumes for roadways; projected turning movements for intersections' geometrics and signalization designs. Traffic signal timing/phasing information. Current traffic volumes on Highway 403-Hurontario Street Ramps W-N/S, N-E and S-E for design of construction staging/road detours.
- Pertinent correspondence and reference base design and environmental data on file.

4.0 PROJECT STAFF/MANAGEMENT

Recognizing the significance and complexities of the South Service Road project and its interrelationship with the MTO's Highway 403 planning, design and operational requirements, TSH proposes the following Senior Management/Design Team:

Senior Project Manager/Principal	R. L. Windover, P. Eng.
Project Manager	D. I. Allingham, P. Eng.
Roadway Planning and Design • Transportation - Planning/Traffic Operations - FTMS/HOV • Highway Planning/Design • Co-ordination with Phase 1 South Service Road Improvements, Design Criteria	D. I. Allingham, P. Eng. S. Beale, P. Eng. E. A. Heinrichs, P. Eng. W. Wilcox, P. Eng.
Structural Planning and Design • Senior Structural Engineer • Senior Design Engineer	G. L. Aleong, P. Eng. M. G. Shallhorn, P. Eng.
Storm Drainage • Senior Drainage Engineer	L. Sanchez, P. Eng.
Other Senior Planning/Design Specialists • Signalization/Illumination • Infrastructure • Landscape Architect • Public Participation/Environmental	D. L. Pollard, P. Eng. R. W. Koziol, P. Eng. M. J. Hubicki, BLA W. Wilcox, P. Eng., D. I. Allingham, P. Eng.
Sub-Consultants • Geotechnical • Noise and Vibration	Peto MacCallum Limited S. S. Wilson Associates Limited

TSH's Senior Project Manager/Principal, **Mr. R. L. Windover, M.Sc. P. Eng.** will be the Consultant's Senior Principal and representative with ongoing project responsibilities. **Mr. D. I. Allingham, P.Eng.,** Vice-President, Transportation will be responsible for the day-to-day management of the project and will have extensive involvement in the Preliminary Design and related Highway 403/South Service Road traffic operational components of the assignment with both the City and MTO. Staff who will report to the Project Manager are comprised of the appropriate blend of senior and technical support staff with a recognized success record of undertaking roadway/highway planning and design projects. Resumes for senior staff members are included as an **Appendix** to this proposal.

The use of sub-consultants in conjunction with TSH services will be limited to specialist consultants in the fields of geotechnical, noise and vibration engineering. Prior approval will be obtained from the City and MTO for employing the specified consultants.

A detailed **Management Control Plan** for the project will be presented and updated on a monthly basis which will enable monitoring and control of both costs and scheduling. TSH's Project Manager, on an ongoing basis, will monitor the plan with the City and MTO, assigning actual monthly costs and time, as compared to the approved budget allocations. TSH will co-ordinate all the various design activities, schedule progress meetings, record minutes of meeting and arrange for distribution thereof, liaison with other involved Authorities, etc. Progress and review meetings will be held with the **City/MTO Project Team** to review the design concepts, work progress, and to allow for continuous input in all aspects of the project, as well as timely approval of specific aspects of the project. TSH will be pro-active in arranging technical liaison/approval meetings with the City/MTO and other Authorities, and in expediting approvals for the project.

5.0 ESTIMATED COSTS, SCHEDULES AND MEETINGS

The following is a summary of the consulting engineering fees and disbursements (excluding GST):

PHASE 1 - PRELIMINARY DESIGN	
Estimated Design Fee (Duke of York Boulevard to East of Hurontario Street)	\$ 88,000.00
Disbursements (including digitized base drawings)	\$ 10,000.00
Sub-Consultants: - Geotechnical	\$ 7,000.00
- Noise/Vibration	\$ 5,000.00
Sub-Total - Estimated Preliminary Design Fee	\$110,000.00
PHASE 2 - DETAIL DESIGN	
Part A - Estimated Design Fee (Duke of York Boulevard to City Centre Drive)	\$ 65,000.00
Disbursements	\$ 6,500.00
Total - Estimated Detail Design Fee - Part A	\$ 71,500.00
TOTAL ESTIMATED PRELIMINARY AND PART A DETAIL DESIGN FEE	\$181,500.00

Option: Part B - Detail Design: South Service Road Extension - City Centre Drive to East of Hurontario Street

An Option: Part B Detail Design fee is quoted for design of the eastbound lane easterly extension from the South Service Road-City Centre Drive intersection to Highway 403 utilizing the existing Hurontario Street-Highway 403 structure opening, including modifications to the W-N/S Ramp, a grade separated structure at W-N/S Ramp and the South Service Road, modifications to the Cooksville Creek Culvert as required, and revisions to the existing N-E Ramp.

Estimated Design Fee -	\$ 85,000.00
Disbursements	\$ 8,000.00
Geotechnical (Sub-Consultant)	\$ 7,000.00

Total Estimated Detailed Design Fee (Option: Part 'B') \$100,000.00

The Option: Part B design fee is submitted for City/MTO consideration in the event that an eastbound connection from the South Service Road to Highway 403 becomes a priority implementation item in the Preliminary Design stage.

The total estimated fees for professional consulting services were derived based on the **Preliminary/Detail Design Schedule** shown in **Exhibit 1** included as an **Appendix** to this proposal, and utilizing the 'Suggested Schedule of Fees' published by the Association of Professional Engineers of the Province of Ontario: that is, 'Time Basis'. Estimated project man-days are also illustrated on **Exhibit 1**. The estimated man-days and fees reflect the extent of Preliminary Design work completed as part of Phase 1 of the project, for the easterly extension of the South Service Road to City Centre Drive. For budget purposes, it is recommended that the City include a 10% contingency budget allowance in relation to the above Total Estimated Design Fees. Σ

The '**Preliminary/Detail Design Schedule**' illustrated in **Exhibit 1** has been prepared based on our understanding the project requirements. The Schedule indicates the general sequence and estimated timing of each major design task, and estimated time involvement for various classifications of the consultant's project team members, by major activity. An approved Schedule will ultimately form the basis for the continuing Management Control Plan for the project.

In the design fee estimates, we have included allowances for the following meetings:

- One (1) Public Information Centre, and one (1) meeting with Ward Councillor.
- Fifteen (15) joint meetings with City/MTO Project Team representatives
- Six (6) separate meetings with MTO staff regarding Highway 403/Hurontario Street planning integration and traffic operational issues, water quality/quantity, illumination, etc.
- Two (2) presentations to TTC, and City's Operations and Works Committee.

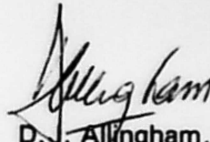
We trust that you will find the foregoing Proposal to be an adequate illustration of our firm's capability and experience to successfully provide the professional consulting services required for the South Service Road Project. The written presentation may not necessarily be fully explanatory, and we are available to discuss any items that require elaboration at your convenience. We are in a position to commence work immediately.

Yours very truly,



R. L. Windover, P. Eng.
President

RLW/dh



D. J. Allingham, P. Eng.
Vice-President, Transportation

EXHIBIT 1

ACTIVITIES	1993												1994								ESTIMATED MAN-DAYS					
	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	PM/SE	ENG	TECH	CAD				
PHASE 1 - PRELIMINARY DESIGN																										
1.1 Project Initiation	◆																		2	2						
1.2 Data Collection		■	■	■															2	2	2	-				
1.3 Preparation of Base Plans and Field Surveys			■	■	■														1	2	12	4				
1.4 Field Inspection and Documentation				■															1	2	2	-				
1.5 Geometric Design Criteria			■	■															2	2	-	-				
1.6 Review Conceptual Design From ESR			■	■															2	3	3	-				
1.7 Review "Operational Aspects" of Project			■	■	■														8	10	4	-				
1.8 Develop Alternative Preliminary Designs					■	■	■	■	■	■	■	■	■	■	■	■	■	■	8	12	15	16				
1.9 Drainage and Stormwater Management						■	■	■	■	■	■	■	■	■	■	■	■	■	2	5	2	2				
1.10 Noise/Vibration Analysis							■	■	■	■	■	■	■	■	■	■	■	■	By Sub - Consultant							
1.11 Geotechnical Investigation							■	■	■	■	■	■	■	■	■	■	■	■	By Sub - Consultant							
1.12 Select Preliminary Designs										◆								2	4	-	2					
1.13 Meetings and Approvals		+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	14	7	-	-					
Public Information Centre											△							2	2							
Sub-Total - Phase 1																							48	55	40	24
PHASE 2 - DETAIL DESIGN																										
Part A - Duke of York Boulevard to City Centre Drive																										
2.1 Construction Drawings and Cross Sections																		15	35	40	40					
2.2 Construction Documentation																		3	2	5	-					
Sub-Total - Part A																							18	37	45	40
Option: Part B - City Centre Drive to East of Hurontario Street																										
3.1 Construction Drawings and Cross Sections																		66	92	85	64					
3.2 Construction Documentation																		20	47	50	50					
Sub-Total - Part B																							3	4	6	-
TOTAL PHASE 1 & 2																							66	92	85	64
TOTAL PHASE 1 & 2																							114	147	130	104
Note: Allowance for 15 Meetings included in Detail Design Phase For Both Part 'A' and 'B'																										

Note: Allowance for 15 Meetings Included in Detail Design Phase For Both Part "A" and "B"

Process Duration

Portion Completed

Meetings and Approvals

Public Information Center

Appendix B

WORK PROGRAM

August 17th, 1993

Mr. C. J. Schipper, P. Eng.
Director of Transportation and Engineering Planning
Transportation and Works Department
City of Mississauga
3484 Semenyk Court
Mississauga, Ontario
L5C 4R1

Attention: Mr. D. Albanese, P. Eng.
Manager, Project Planning and Programming

Re: Highway 403 South Service Road - Phase 2
Duke of York Boulevard to East of Hurontario Street
City of Mississauga

Dear Sir:

Under separate cover, we have submitted to the City/MTO Executive Steering Group (E.S.G.) the Work Program dated August 17th, 1993 for the above project. Based on the Work Program, we estimated the man-days to complete the various tasks for the Preliminary and Detailed Design work. Following is a 'Summary of the Estimated Man-Days' for the various classifications of our project staff, by major work activity denoted in the Work Program. It is noted that the estimated man-days for the Phase 2 - Detailed Design work involves only the South Service Road section between Duke of York Boulevard and City Centre Drive, including the Road 'A' and City Centre Drive extension between Rathburn Road and the South Service Road.

SUMMARY OF ESTIMATED MAN-DAYS				
	Estimated Man-Days			
	PM/SE	Eng	Tech	CAD
PHASE 1 - PRELIMINARY DESIGN				
1.1 Project Initiation	4	2	2	-
1.2 Data Collection	2	4	2	-
1.3 Preparation of Base Plans and Field Survey	1	2	18	5
1.4 Field Inspection and Documentation	2	3	2	2
1.5 Drainage and Stormwater Management	3	7	4	2
1.6 Noise Analysis	1	3	2	1
1.7 Geometric Design Criteria	2	4	3	2
1.8 Review ESR Conceptual Design Proposal	2	3	3	-

1.9	Develop Alternative Preliminary Designs	8	16	20	16
1.10	Geotechnical Investigation (By Sub-Consultant)	-	2	6	2
1.11	Select Preliminary Design	3	6	2	4
1.12	Meetings and Approvals	22	17	10	3
Sub-Total Phase 1		50	69	74	37
PHASE 2 - DETAILED DESIGN					
2.1	Construction Drawings and Cross-Sections	12	30	35	30
2.2	Signalization and Illumination	1	2	2	6
2.3	Landscaping	1	4	6	3
2.4	Construction Documentation	3	2	5	2
2.5	Meetings, Approval Submissions and Tender Stage	10	8	6	2
Sub-Total Phase 2		27	46	54	43
TOTAL ESTIMATED MAN-DAYS - PHASE 1 & PHASE 2		77	115	128	80

The total estimated fees for professional consulting services were derived based on the above estimated man-days and utilizing the 'Suggested Schedule of Fees' published by the Association of Professional Engineers of the Province of Ontario: that is, 'Time Basis'. Disbursement allowances for reimbursable expenses including allowances for the Mapping and Geotechnical Investigation (by sub-consultants) and GST are included in the total estimated fees.

SUMMARY OF ESTIMATED FEES

Phase 1 - Preliminary Design

Preliminary Design	\$110,000.00	
Disbursements	<u>\$ 10,000.00</u>	
Sub-Total Preliminary Design Fee		\$120,000.00

Phase 2 - Detailed Design

Design Fee	\$ 74,000.00	
Disbursements	<u>\$ 8,000.00</u>	
Sub-Total Detailed Design Fee		\$ 82,000.00

SUB-CONSULTANTS, GST AND CONTINGENCY ALLOWANCE

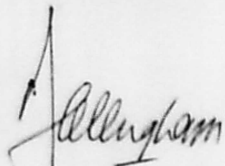
Digital Base Mapping (Northway Mapping Ltd.)	\$ 5,000.00	
Geotechnical Investigation (Peto MacCallum Ltd.)	\$ 6,000.00	
GST	\$ 12,000.00	
Contingency Allowance	<u>\$ 25,000.00</u>	
Sub-Total		<u>\$ 48,000.00</u>

TOTAL ESTIMATED PRELIMINARY AND DETAILED DESIGN FEE	<u>\$250,000.00</u>
--	----------------------------

The Work Program and Estimated Fees include total project costing based on conventional estimating/reporting procedures. In the event that a 'Work Breakdown Structure (W.B.S.)' format of reporting is required, similar to the system utilized by the Regional Municipality of Ottawa-Carleton's Transitway Division, then amendments to the Work Program and Estimated Fee will be required.

The foregoing is submitted in conjunction with the August 17th, 1993 Work Program for the subject project.

Yours very truly,

A handwritten signature in dark ink, appearing to read "D. I. Allingham". The signature is written in a cursive, flowing style with a prominent vertical stroke on the left side.

D. I. Allingham, P. Eng.
Vice-President, Transportation

DIA/dh



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **309-93**

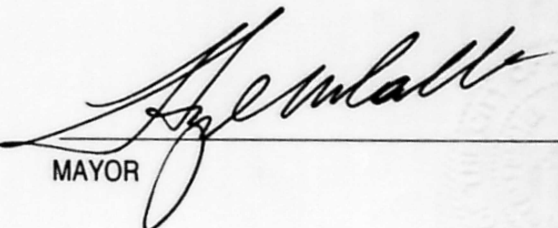
**A by-law to authorize execution of an agreement
for engineering services for the DETAIL DESIGN
OF THE CREDIT RIVER BRIDGE WIDENING.**

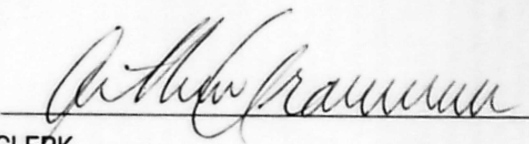
WHEREAS the Council of The Corporation of the City of Mississauga desires to retain the services of M. M. DILLON LIMITED for engineering services for the detail design of the Credit River Bridge Widening at an estimated cost of FIFTY THOUSAND DOLLARS (\$50,000.00).

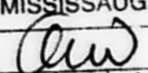
NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT an agreement between The Corporation of the City of Mississauga and M. M. DILLON LIMITED, at an estimated cost of FIFTY THOUSAND DOLLARS (\$50,000.00) be executed by the Mayor and Clerk and the Corporate seal be affixed thereto following approval of the agreement by the Office of the City Solicitor.

ENACTED AND PASSED this 21 day of June, 1993


MAYOR


DEPUTY CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
	
DATE	21 6 93



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 310-93

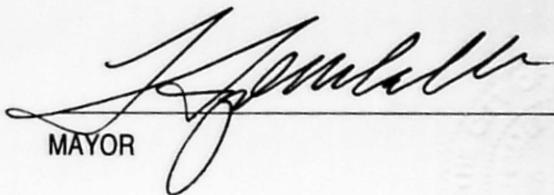
**A by-law to authorize execution of an agreement
for engineering services for the DESIGN OF
THE HIGHWAY 403 SHOULDER RESERVED BUS LANES
FROM ERIN MILLS PARKWAY TO THE CREDIT RIVER BRIDGE
(INCLUDING PRELIMINARY DESIGN OF THE CREDIT RIVER BRIDGE WORKS).**

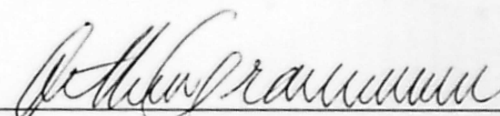
WHEREAS the Council of The Corporation of the City of Mississauga desires to retain the services of McCORMICK RANKIN AND ASSOCIATES LIMITED for engineering services for the design of the Highway 403 Shoulder Reserved Bus Lanes from Erin Mills Parkway to the Credit River Bridge (including preliminary design of the Credit River Bridge works) at an estimated cost of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00).

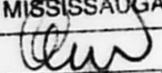
NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT an agreement between The Corporation of the City of Mississauga and McCORMICK RANKIN AND ASSOCIATES LIMITED, at an estimated cost of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) be executed by the Mayor and Clerk and the Corporate seal be affixed thereto following approval of the agreement by the Office of the City Solicitor.

ENACTED AND PASSED this 3rd day of June, 1993


MAYOR


DEPUTY CLERK

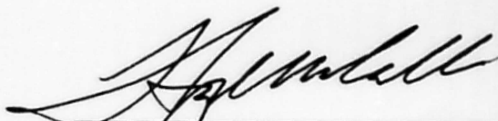
APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA.	
	
DATE	21 6 93

WHEREAS the Council of The Corporation of the City of Mississauga desires to retain the services of R. V. ANDERSON ASSOCIATES LIMITED for the engineering services for the preliminary design, environmental assessment and detail design for the Eglinton Avenue Widening for the HOV lanes from Maingate Drive to Fieldgate Drive at an estimated cost of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00).

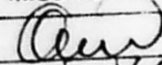
NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT an agreement between The Corporation of the City of Mississauga and R. V. ANDERSON ASSOCIATES LIMITED at an estimated cost of ONE HUNDRED AND FIFTY THOUSAND (\$150,000.00) be executed by the Mayor and Clerk and the Corporate seal be affixed thereto following approval of the agreement by the Office of the City Solicitor.

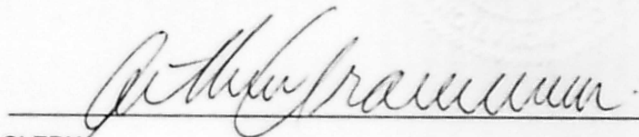
ENACTED AND PASSED this 22 day of June, 1993



MAYOR

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
	
DATE	21 6 93

DEPUTY CLERK





THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER *312-93*

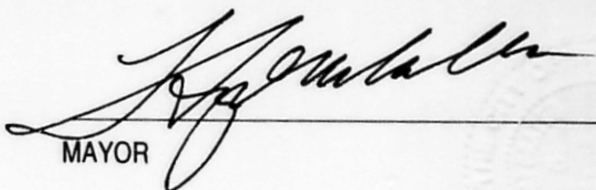
**A by-law to authorize execution of an agreement
for engineering services for the PRELIMINARY DESIGN,
ENVIRONMENTAL ASSESSMENT AND DETAIL DESIGN FOR THE
EGLINTON AVENUE WIDENING FOR HOV LANES
FROM THE CAWTHRA ROAD/HIGHWAY 403 INTERCHANGE TO MAINGATE DRIVE.**

WHEREAS the Council of The Corporation of the City of Mississauga desires to retain the services of MARSHALL MACKLIN MONAGHAN for the engineering services for the preliminary design, environmental assessment and detail design for the Eglinton Avenue Widening for HOV lanes from the Cawthra Road/Highway 403 Interchange to Maingate Drive at an estimated cost of TWO HUNDRED AND SIXTY THOUSAND DOLLARS (\$260,000.00).

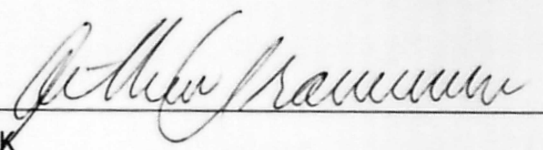
NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT an agreement between The Corporation of the City of Mississauga and MARSHALL MACKLIN MONAGHAN, at an estimated cost of TWO HUNDRED AND SIXTY THOUSAND DOLLARS (\$260,000.00) be executed by the Mayor and Clerk and the Corporate seal be affixed thereto following approval of the agreement by the Office of the City Solicitor.

ENACTED AND PASSED this *2nd* day of *June*, 1993


MAYOR

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
DATE	<i>21/6/93</i>


DEPUTY CLERK

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES
MEMORANDUM OF AGREEMENT dated the 12th day of October
A.D. 1993**

- BETWEEN -

THE CORPORATION OF THE CITY OF MISSISSAUGA

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

- AND -

MARSHALL MACKLIN MONAGHAN LIMITED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to undertake functional planning, preliminary design, environmental assessment and detail design to implement high occupancy vehicle "HOV" lanes on Eglinton Avenue between Cawthra Road and Maingate Drive by widening and reserved bus lanes "RBL"s on Highway 403 from the bullnoses on the eastbound and westbound on/off ramps to Eglinton Avenue by widening the shoulder. City File #17.111.93150

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 – GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The client shall pay the Consultant in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Consultant shall use current state of the art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.
- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursements for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Service forming the subject of the Agreement, and if such action by the

Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2.1 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Consultant, his employees, officers or agents in the performance of this Agreement.

1.11 Insurance

The Consultant shall take out and keep in force:

(a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$5,000,000 for general liability and \$5,000,000 for automobile insurance, (Inclusive Limits) for both owned and non-owned vehicles.

(b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$3,000,000.

(c) **Proof of Insurance and Change in Coverage**

The Consultant shall provide to the Client evidence of the required insurance coverage set out in Section 1.11 a) and b) in the form of certified copies of the policies relating thereto. Said policies shall be endorsed to provide that, in the event of any change in the policy affecting the interests of the City, or, in the event of their cancellation the insurer shall give notice of such change or cancellation by registered mail to the Client at least sixty (60) days prior to the effective date of such change or cancellation.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than

the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Specialized Services

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any confidential information, communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.21 Arbitration

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, Chapter A.24, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, the Consultant shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

The Consultant shall provide the professional services as described in the proposal dated May 21, 1993 and in the study design dated August 5, 1993 and attached to this agreement as Appendix A and B respectively.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost

Payroll Cost is defined as hourly salary plus payroll burden of 31.7% to cover vacation pay, statutory holidays, health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excluding bonuses or profit sharing.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2 provided that the upset limit of such respective fee shall be \$260,000.00, including all applicable taxes, which fee shall not be exceeded except by written agreement properly executed by both parties. Fees on a time basis shall be as follows:

(a) All staff on normal assignments - Payroll Cost plus 100%.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Computer Services

Computer services, except where a computer is used for design under the percentage fee scale or for the Consultant's normal office administration, shall be considered a reimbursable expense.

3.2.3 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, fax charges, printing and reproductions, progress photography, special delivery and express charges, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of NIL per month on overdue accounts will be paid.

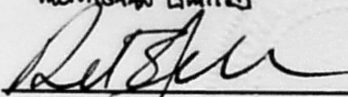
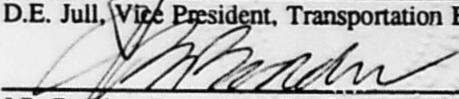
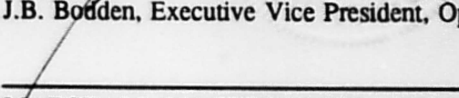
ARTICLE 4 - NOTICES

4.1 Any notices under this agreement shall be in writing and delivered to or sent by prepaid first class mail addressed to the Client or the Consultant, as the case may be, at the address hereinafter set out and shall be deemed to be received on the fourth business day after being mailed.

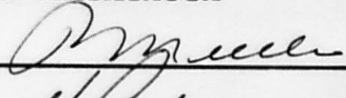
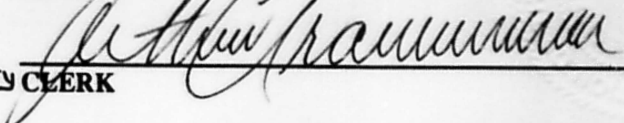
Client	Consultant
Transportation and Works Department The Corporation of the City of Mississauga 3484 Semenyk Court Mississauga, Ontario L5C 4R1 Attn: Mr. K.J. Schipper, P.Eng.	Marshall Macklin Monaghan Limited 80 Commerce Valley Drive East Thornhill, Ontario L3T 7N4 Attn: Mr. D.E. Jull, P.Eng.

IN WITNESS THEREOF the parties hereto have affixed their corporate seal duly attested by the hands of their proper signing officers on the day and year first above written.

SIGNED AND DELIVERED

)	MARSHALL MACKLIN MONAGHAN LIMITED
)	
)	D.E. Jull, Vice President, Transportation Engineering
)	
in the presence of)	J.B. Bodden, Executive Vice President, Operations
)	
)	MARSHALL MACKLIN MONAGHAN LIMITED

THE CORPORATION OF THE CITY OF MISSISSAUGA

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA Date <u>93 11 25</u>	ACTING MAYOR 
	DEPUTY CLERK 

Document Execution
Authorized by
City of Mississauga
By-Law No. 312-93

APPENDIX A

EGLINTON AVENUE HOV LANES / HWY. 403 RBL

PROPOSAL

May 21, 1993



PROPOSAL FOR
EGLINTON AVENUE HOV LANES
AND HIGHWAY 403 RBL

Prepared By



May 1993



**Marshall
Macklin
Monaghan**

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

80 COMMERCE VALLEY DR. EAST
THORNHILL, ONTARIO L3T 7N4
TELEPHONE (416) 882-1100
FAX (416) 882-0055

May 21, 1993
9802300-16-T22

Mr. Kees Schipper
Director
Transportation & Engineering Planning
Transportation & Works Department
3484 Semenyk Court
Mississauga, Ontario
L5C 4R1

Dear Mr. Schipper

Subject: **Request for Proposals
Eglinton HOV Lanes and
Highway 403 RBL**

Marshall Macklin Monaghan Limited is pleased to have the opportunity to present our proposal in response to the City of Mississauga's Request for Proposals. This document presents our proposed project approach, schedule, staffing and fees. We are well qualified to undertake this assignment on the City's behalf and have committed a multi-disciplinary team of senior staff with appropriate availability to ensure that the assignment is undertaken to your total satisfaction.

Our commitment to quality consulting services will ensure that the City receives superior quality service and deliverables on time and within budget. In this regard, I will undertake a personal commitment to the City to ensure that the project is completed in conformance with your requirements and that any issues which may arise during the work are dealt with effectively and expeditiously.

We are available to discuss our proposal and provide further detail as required. We look forward to your favourable consideration.

Yours very truly,

MARSHALL MACKLIN MONAGHAN LIMITED

D. E. Jull, P. Eng.
Vice President
Transportation Engineering

c:wbdir:rt
<Eglinton.HOV>

1.0 INTRODUCTION

Marshall Macklin Monaghan Limited is pleased to submit this proposal for the preliminary design, environmental assessment and detailed design of the following:

- the widening of Eglinton Avenue to a basic six lane roadway between Highway 403 and Maingate Drive to provide HOV lanes during the rush period and
- the reconstruction of the existing shoulders and possible lane additions at the intersections on the Highway 403 "collector lanes/ramps" from east of Central Parkway westerly to the Cawthra Road/Eastgate Parkway intersection and northerly to Eglinton Avenue.

2.0 PRELIMINARY DESIGN AND ENVIRONMENTAL ASSESSMENT

2.1 Production of Mapping and Surveying

Base mapping with planimetric detail will be produced at a 1:500 scale from current aerial photography for the required length of Eglinton Avenue. Existing MTO digital mapping will be used for the Highway 403 and Cawthra Road intersection area. Field surveys (DTM format - no horizontal control) will augment the base mapping with topographic information and provide the data for the detailed design component. Legal property boundaries, title search and negotiations for additional property if required will be provided by the City of Mississauga.

2.2 Assess Existing Traffic Conditions and Establish Need

It is understood that the City of Mississauga will provide historical and current traffic counts for the intersections in the study area and volumes for the ramps to and from northbound Highway 403 at Eglinton. Existing traffic conditions will be assessed to provide a base for assessing the future operations with the HOV lane in place. One specific issue to be addressed is the existing double left turn lane eastbound at Eglinton and Tomken. With the opening of Eastgate Parkway and possible diversion of traffic, the continuing need for this double left will be assessed. Left turn requirements at Maingate will also be considered.

The need for this project will be primarily policy driven, with reference to the background studies recently undertaken by the City including the Mississauga Transportation Study, the East Boundary Transit Review and the Environmental Assessment for the Mississauga Transitway. Since this is proposed as a pre-cursor to the transitway, the need will be based upon the long range objective established by Council to increase the transit share of trips by providing high quality efficient transit services in the corridor. Using that work as a base, projections will be established for the number of buses that may use the lane. However, it is expected that the level of detail undertaken for the Dundas Street HOV will not be necessary for this project.

2.3 Develop and Assess Alternatives to the Undertaking

This is a necessary step of the environmental assessment process. It is anticipated that the alternatives will include do nothing, routing of buses along Eglinton without HOV lanes, and the possibility of buses using Eastgate Parkway as an alternative. This phase of the study is aimed at confirming the proposed undertaking. Once this has been established, further detail on the exact design elements of the undertaking will be considered in Activity 2.4.

2.4 Develop and Assess Alternatives within the Undertaking

A variety of alternatives within the chosen corridor will be developed and assessed. Alternative methods of widening Eglinton Avenue will include widening equally on both sides, widening all on one side or a combination of these alternatives as was the preferred alternative for Dundas Street HOV lanes.

Based upon the description of the undertaking, it is understood that there will not need to be a great deal of effort focused on the question of whether the additional lanes should be reserved for buses only or for mixed HOV traffic. Our understanding is that the lane along Eglinton will be an HOV lane. The additional lanes to accommodate buses on the Cawthra/Hwy. 403 section and the ramp from Hwy. 403 to Cawthra may be reserved for buses only or used for HOV.

Optional treatments to accommodate buses on the ramps from Hwy. 403 to Cawthra, through the intersection of the Eastgate Parkway at Cawthra, and along Cawthra to Eglinton will be developed. Intersection improvements such as channelized right turns to provide free flow to the buses will be reviewed for the Highway 403/Cawthra Road segment. The existing operation of the four sets of traffic signals within the study area will be reviewed for possible methods of improving timing and operation.

2.5 Noise Impact Assessment

The noise assessment component of this study will comply with the MOE policy regarding noise assessment for Environmental Assessments for Municipal Road Widening. A review of the study area indicates that there is only one site which could be considered a noise sensitive land use, specifically the Tyndall Nursing Home located east of Tomken Road. Existing ambient noise levels (daytime Leq 16 hour) will be determined by using the MOE "ORNAMENT" noise prediction method along with the MOE STAMSON 4.1 computer program. Future outdoor noise levels for the "Do Nothing" case and for the "Road Widening" will be predicted using ORNAMENT. The noise impact associated with the undertaking will be determined by comparing the future "Do Nothing" noise levels to the future noise levels for the widening. The need for noise mitigation will be determined and if warranted, noise mitigation measures will be recommended.

2.6 Stormwater Management Study for the Little Etobicoke Creek

The bridge/culvert widening on Eglinton Avenue over the Little Etobicoke Creek will necessitate the contacting and obtaining approvals from MOE, MNR and MTRCA. Hydrologic modelling will be performed to assess the impact of the bridge widening and review alternative BMPs (Best Management Practices). An initial screening of available BMPs will be conducted based on the sensitivity of the receiving creek, target pollutants, quantity concerns, topographical constraints, soils and environmental factors. The design and implementation of a Fisheries Compensation Plan, if required by MNR has not been included in this project.

2.7 Public Consultation

In addition to the usual public consultation, we propose to meet twice with the property owners that front onto Eglinton Avenue within the study limit. The purpose of the first consultation will be to advise the owners of the various alternatives being reviewed and to obtain their input on these alternatives. The second property owner contact will be held during the later stages of detailed design to inform them of the chosen alternative and obtain specific input and approval on driveway and boulevard treatments. We propose to include the Peel Regional Police throughout this project in order to develop an awareness of the project and to attempt to deal with the "complaints" issue effectively.

2.8 Public Information Centres

Two public information centres have been included in this project. The first one will be held during the preliminary design phase following the development and assessment of alternatives to the undertaking and within the undertaking. The alternatives, assessment criteria and the results of the assessment will be presented. The second one will be held during the detailed design phase to present the recommended alternative and the details of the proposed construction. The proposed display material will be presented to the steering committee prior to both information centres. The City of Mississauga will be responsible for co-ordinating the newspaper advertisements and the notification to the property owners.

3.0 DETAILED DESIGN AND CONTRACT PREPARATION

3.1 Soils and Foundation Investigation/Recommendation

Thurber Engineering Limited, a geotechnical and geological engineering consulting firm will perform a soils investigation and provide pavement recommendations for the widening of Eglinton Avenue and the reconstruction of the shoulders on Highway 403. They will also perform a foundation investigation and provide structural recommendations for the widening of the Little Etobicoke Creek bridge/culvert.

3.2 Civil Design

The detailed design for the widening of Eglinton Avenue, the reconstruction of the Highway 403 shoulders and the intersection improvement features will be completed using CAD. Contract drawings and tender quantities (where possible) will be generated by the computer. This system produces high quality plans which are easily modified and refined during the review process while maintaining the original quality. The co-ordination of utility relocations is included in this component of the project.

3.3 Structural Design of Bridge/Culvert Widening (Little Etobicoke Creek)

It has been assumed that the existing hydraulic capacity of the bridge is adequate and that the required length of extension to accommodate the widening of Eglinton Avenue will not reduce this capacity. The structural design component therefore includes the design and contract documentation for a bridge extension with the necessary foundation, abutment, deck and railing details. If the hydrologic modelling indicates a capacity problem, the scope and fees for this component will require modification.

3.4 Illumination and Signals Design

There are four sets of traffic signals within the study area. The electrical design component includes the design of four permanent and four temporary sets of signals. Design reviews and approvals will be required with the City of Mississauga and MTO. There is existing illumination on Eglinton Avenue and Highway 403 over the length of the project limits. The widening of Eglinton and the change in use of the shoulders on Highway 403 necessitate the relocation of the light poles and an illumination design to confirm the new lighting levels.

3.5 Landscaping Design

A landscaping design will be provided for the Eglinton Avenue segment only. The Highway 403 and Cawthra Road area is felt not to require additional landscaping features. The landscaping design will include street tree planting in accordance with the City of Mississauga's Parks and Recreation Department standards, the use of "patterned concrete" or interlocking brick for the "splash strip" adjacent to the edge of pavement and the restoration of the Little Etobicoke Creek bed in the local area of the bridge widening.

3.6 Environmental Study Report

An Environmental Study Report will be prepared in accordance with the Class Environmental Assessment for Municipal Road Projects, under the classification of Schedule C "Road widenings, adjustments to alignments, grade and cross section and operational improvements". A draft ESR will be made available for review by the steering committee. One camera-ready and 50 copies of the final ESR will be printed and issued to the City of Mississauga.

4.0 PROJECT STAFFING

Marshall Macklin Monaghan Limited has assembled a team of highly qualified and experienced personnel who possess the appropriate combination of skills and expertise to address the requirements and successfully complete the project to the total satisfaction of the City of Mississauga.

The following senior staff members will be assisted by technical support personnel selected to best fulfil project requirements on time and within budget. Curriculum Vitae outlining the specific experience offered by these staff as well as the staff noted in section 7.0 are included in the Appendix.

Project Manager - D.E. Jull, P.Eng.

Mr. Dave Jull, Vice President, Transportation Engineering, will assume the role of Project Manager for this assignment. Mr. Jull will be responsible for the overall management of the project which includes cost and schedule control as well as Quality Assurance. He brings over 19 years of transportation experience to this assignment as well as Project Management experience of large, multi-disciplinary projects. As a partner in the firm, Mr. Jull can ensure that the project benefits from the full resources of the firm.

Lead Transportation Planner - R.K. Wanless, P.Eng.

Mr. Rob Wanless, Vice President, Transportation Planning and a Partner in the firm, will be responsible for the transportation planning aspects of the project. He has over 21 years experience in Transportation including work for MTO, City of Hamilton Traffic Department and as Traffic Engineer for the City of Mississauga. In his 12 years with Marshall Macklin Monaghan Limited, he has acted as project manager on a wide range of transportation planning, traffic operations, parking and transit studies, including the Dundas Street HOV Lanes project.

Lead Transportation Engineer - W. Beauchamp, P.Eng.

Ms. Wendy Beauchamp, Senior Project Engineer, Transportation Engineering and an Associate of the firm, will be involved with the preliminary and detailed roadway design as well as the co-ordination and preparation of the contract package. Ms. Beauchamp has over six years of experience in preliminary and detailed design type projects. She performed a similar role in the Dundas Street HOV Lanes Project.

5.0 PROJECT SCHEDULE

The following outlines the key dates for the proposed schedule of this project. This schedule is flexible and can be modified to suit the specific needs of the City.

Project Initiation	Middle of June 1993
Final Study Design Approved	End of June 1993
Mapping and Survey Complete	End of July 1993
Develop and Assess Alternatives	End of September 1993
Public Information Centre #1	November 1993
Detailed Design Complete	End of February 1994
Public Information Centre #2	March 1994
Contract Package Complete	June 1994

6.0 PROJECT FEES AND KEY STAFF

ACTIVITY	KEY PERSONNEL	FEE
Project Management	D.E. Jull	\$25,000
Mapping and Surveying	M. Stones/G. Bowden	\$18,000
Establish Need, Develop and Assess Alternatives	R.K. Wanless/W. Beauchamp	\$38,000
Noise Impact Assessment	A. Mihalj	\$3,000
Air Quality Assessment	Dr. J. Walker (RWDI)	\$2,000
Stormwater Management (Little Etobicoke Creek)	L.J.D. Alexander	\$8,000
Public Information Centres and Public Consultation	D.E. Jull/W. Beauchamp	\$8,000
Soils and Foundation Investigation and Recommendations	I. Corbett (Thurber Engineering)	\$4,900
Civil Design	W. Beauchamp	\$52,000
Structural Design - Bridge Widening	T. Stanley	\$18,000
Illumination and Signals Design	S. Wiafe-Annoh	\$50,100
Landscaping Design	M. Inglis	\$5,000
Environmental Study Report	D.E. Jull/W. Beauchamp	\$8,000
TOTAL (including disbursements)		\$240,000

This fee has been developed on the basis of our understanding of the project requirements. We feel that the appropriate fee to complete this work is in the range of \$225,000 to \$260,000. We welcome the opportunity to meet with your staff to develop a detailed study design to meet the City's requirements and finalize the fees.

APPENDIX B

EGLINTON AVENUE HOV LANES / HWY. 403 RBL

STUDY DESIGN

August 5, 1993

EGLINTON AVE. HOV LANES / HWY. 403 RBL
STUDY DESIGN
August 5, 1993

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- 1.2 Prepare Study Design
- 1.3 Meeting to Clarify Mapping and Common Study Features (July 14/93)
- 1.4 Steering Committee Meeting (July 26/93)

Section 2.0 EA AND PRELIMINARY DESIGN

- 2.1 Problem Identification and Justification
 - 2.1.1 Problem Identification
 - 2.1.2 Data Collection/Background Research
 - 2.1.3 Need and Project Justification
 - 2.1.4 Steering Committee Meeting (Sept.'93)
- 2.2 Identify Alternative Methods of Resolving the Problem
 - 2.2.1 Identify Alternatives/Conceptual Design
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 - 2.3.1 Identify Alternative Design Concepts
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 - 2.3.3 Identify Impacts on Design Concepts/Preliminary Design
 - 2.3.4 Evaluate Alternative Design Concepts
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 - 2.3.6 Presentation to Committees
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EGLINTON AVE. HOV LANES
STUDY DESIGN
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- 3.2 Grading Design (Cross Sections)
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- 3.7 Sideroads and Driveways
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- 3.12 Co-ordinate Utility Relocations
- 3.13 Steering Committee Meeting (May '94)
- 3.14 Public Information Centre (June '94)
- 3.15 Finalize Contract Drawings
- 3.16 Quantity Take-off
- 3.17 Contract Document
- 3.18 Technical Meeting (July '94)
- 3.19 Submit Final Contract Package (Aug.'94)

Section 4.0 CONSTRUCTION SERVICES

Section 1.0 PROJECT INITIATION

1.1 Familiarization Meeting

The consultant team (R.V. Anderson and Marshall Macklin Monaghan only), together with the Steering Committee attended a familiarization meeting chaired by the City of Mississauga. (Meeting held June 28, 1993).

The purpose of the meeting was to provide a project overview identifying the appropriate contract limits for the respective consultants. Specific project requirements including costing analysis, justification for HOV, PIC co-ordination, and related issues were discussed. MTO input with respect to reserved bus lanes on Hwy. 403 was provided to ensure co-ordination between the work carried out by the Eglinton Avenue HOV consultants and the work to be conducted on the reserved bus lanes on Hwy. 403.

The schedule for completion of the project is outlined in Figure 1. All anticipated meetings are identified as activities.

1.2 Prepare Study Design

The consultant team comprised of Marshall Macklin Monaghan, R.V. Anderson and Delcan, will develop a common study design for the project. The study design will govern the activities of all the consultants on their respective portions of the project. For clarification, the following study limits are as follows:

- **Marshall Macklin Monaghan** - Hwy. 403 from west of the Cawthra Road/Eastgate Drive intersection, northerly to Eglinton along Cawthra Road and easterly along Eglinton to east of Maingate Drive
- **R.V. Anderson** - Eglinton Avenue from east of Maingate Drive to west of Fieldgate Drive
- **Delcan** - Eglinton Avenue from west of Fieldgate Drive to east of Renforth Drive

The City of Mississauga has requested that the consultants work in concert with one another, co-ordinating all common activities to preclude redundancy in the various activities carried out by each individual firm. The study design will be prepared to identify all the activities required to conduct the work as anticipated by the City of Mississauga.

In addition, each work activity will identify the responsibilities of the respective firms in that activity. Unless otherwise stated in the specific work activity description, all firms will be responsible for carrying out that element of the work. For activities which have varying scopes for each firm, a general statement of the work scope will be provided along with specific reference to the activities to be undertaken by each firm. The study design will be completed and submitted to the Steering Committee for review and comment prior to the next Steering Committee meeting scheduled for July 26, 1993.

1.3 Meeting to Clarify Mapping and Common Study Features

A meeting was held on July 14, 1993 to address the issues regarding surveying and mapping requirements as they relate to the Eglinton Avenue HOV/Highway 403 RBL project. The purpose of the meeting was to identify the City of Mississauga mapping standards and survey requirements in order that the consultant group can carry out the preparation of mapping and conduct field surveys in accordance with these correct requirements.

Marshall Macklin Monaghan

A specific issue to be resolved will be the different mapping standards used by MTO. The existing mapping available for Cawthra Road from Eglinton Avenue south to the Cawthra Road\Eastgate Parkway intersection is available in MTO format. The method of relating these two types of mapping must be resolved.

A meeting has been scheduled for August 17, 1993 with MTO, City of Mississauga, Totten Sims Hubicki and MMM to resolve the contract limits on the Hwy. 403 portion of the project.

1.4 Steering Committee Meeting

Following submission of the study design, a Steering Committee meeting will be held (scheduled for July 26, 1993) to review the study design in detail with the consultants and obtain Steering Committee input. Following the Steering Committee meeting, the study design will be finalized and resubmitted.

Section 2.0 EA AND PRELIMINARY DESIGN

2.1 Problem Identification and Justification

The intent of the following section is to identify the problem and document the justification for HOV lanes on Eglinton Avenue and RBL on Hwy. 403. (Note that the general terminology of HOV includes the more specific classification of RBL.) The need and justification is similar throughout the study area, therefore for consistency one consultant (Marshall Macklin Monaghan) will undertake the entire 2.1 section.

2.1.1 Problem Identification

Existing and future urban development and transportation demand in Mississauga have been thoroughly studied and documented in a series of planning and transportation reports in recent years. The opportunities to provide adequate transportation capacity to satisfy future demands across a broad corridor linking Mississauga to Metropolitan Toronto have been analyzed, with the consistent identification of the need to provide improved transit service. The objective is to provide capacity to satisfy a demand which will exceed road capacity, thereby encouraging an increased share of travel by public transit.

The needs in the Eglinton Avenue corridor will relate to broadly based needs of the wider corridor and will be based on previously identified improvements, particularly the Mississauga Transitway.

The definition of the problem will be documented by drawing on these previous reports. The specific short term "problem" is the need to move forward with transit capacity and service improvements in an affordable and incremental program, which will build demand in the corridor while the full transitway is being implemented.

Building on the framework of prior work, the problem will be clearly defined.

2.1.2 Data Collection and Background Research

All available previous studies and reports will be reviewed. Information will be obtained from the City, MTO, Region of Peel and Metropolitan Toronto, including:

- Intersection turning movement counts
- Automatic traffic counts
- Cordon count data (1993 counts), including vehicle occupancy
- Transit routes, service frequency, ridership data and stop locations; plans for service changes
- Capital works program
- Base plans of existing road, ramps and intersection designs
- Traffic signal phasing and timing

The data will be reviewed, and requirements for additional data collection will be identified. It is understood that any new traffic counts (intersection or automatic) will be undertaken by the City.

Field reviews will be undertaken to confirm and document existing physical conditions, typical peak hour traffic operations, (including access driveways) and to identify existing operational or design deficiencies.

Using the Canadian Capacity Guide, intersection capacity analysis will be undertaken to determine the existing levels of service (L.O.S.) at all thirteen signalized intersections on both Eglinton Avenue (and on Eastgate Parkway) between Highway 403 and Renforth Drive. The potential changes in L.O.S. with an HOV lane which would be used by transit vehicles, right turning traffic and either 2+ or 3+ car pools would also be analyzed. The extension of Eastgate Parkway east from Dixie Road and north (via Fieldgate) to Eglinton Avenue and continuing north to Matheson Boulevard, together with the Matheson Boulevard bridge over Etobicoke Creek will add east-west capacity in the corridor. This will be taken into account.

Delcan

Metro Transportation requirements will be reviewed, and requirements for additional data collection will be identified.

2.1.3 Need and Project Justification

The need and justification for the project will be thoroughly outlined. It will be based on broad corridor and policy considerations which represent another step in a planned implementation program to improve transit service and capacity in the corridor.

The need will be documented in these terms, and supported by available data on current conditions and trends in this specific segment of the corridor.

2.1.4 Steering Committee Meeting

A Discussion Paper will be prepared for presentation and review at the Steering Committee meeting scheduled for September 1993. The paper will document the review of existing conditions, and will present the need and justification for the project.

2.2 Identify Alternative Methods of Resolving the Problem

2.2.1 Identify Alternatives/Conceptual Design

Marshall Macklin Monaghan

The range of alternatives to address the problem will be identified. They will include:

- Do nothing
- Proceed with the planned transitway
- Dedicate an existing lane for HOV on Eglinton Avenue or on Eastgate Parkway.
- Add an HOV lane on Eglinton Avenue or Eastgate Parkway.
- Widen to six lanes without HOV designation.

The conceptual designs for each alternative will address the broad options available on the Highway 403 ramps and Cawthra Road/Highway 403 sections. These will include:

- Use existing shoulders on the ramps.
- Add HOV lanes on the ramps.
- Transit left turn treatment at Eastgate Parkway/Cawthra intersection.
- Transit right turn treatment at Eastgate Parkway/Cawthra, and at Highway 403 exit/Eglinton Avenue intersection.

The continued need for the existing double left turn on Eglinton Avenue at Tomken will be addressed and recommendations provided.

2.2.2 Mapping Production and Surveying

Digital base mapping with planimetric detail and 0.5 m contours will be produced at a 1:500 scale from current (1993) aerial photography for the portions of the study area where current digitized mapping is not available (ie. Eglinton Avenue from Cawthra to Renforth). The mapping corridor will be a 100 m wide strip.

City of Mississauga standards will be used for Eglinton Avenue west of the Etobicoke Creek. Metro Transportation mapping standards will be used for the portion of Eglinton Avenue east of Etobicoke Creek.

A title search will also be performed to obtain the current Eglinton and Cawthra right-of-way location. This information will be transferred into a digital co-ordinated property line file that is compatible with the base mapping such that the files can be combined.

Field surveys will augment the base mapping in two ways:

1. field checking the base mapping for features not visible in aerial photography, adding these features and checking the labels of the mapped features, and
2. obtaining cross sections of the corridor (DTM format; data obtained in "strings" - no horizontal control). Delcan has completed sections previously and will update those sections as necessary during this phase.

Marshall Macklin Monaghan

Existing digital mapping is available from MTO for the Hwy. 403 section of this project from west of Cawthra, through the Cawthra/Eastgate intersection and north on Cawthra to Eglinton. This mapping will be obtained from MTO and joined to the new Eglinton mapping. The symbols, line types, text and general presentation format will not be revised to City of Mississauga format and standards. This mapping will also be augmented by field surveys similarly to the Eglinton mapping.

2.2.3 Identify Impacts of Alternatives

Marshall Macklin Monaghan

It is expected that most alternatives will be possible within available road allowances. Potential property impacts will be identified if needed. The effects of the alternatives will be documented in relation to:

- Effects on the social environment, including
 - property
 - residential land use
 - noise
 - pedestrian and bicycle movements along and across the corridors
- Effects on the natural environment
 - existing vegetation
 - watercourses (direct effects at crossings, and indirect effects of storm runoff)
- Transportation effects
 - Corridor capacity (in terms of vehicle and person movements)
 - Intersection operations
 - Flexibility for staging of transportation network objectives
 - Implementation timing
- Cost (Order of Magnitude)

2.2.4 Evaluation of Alternatives

Marshall Macklin Monaghan

Evaluation criteria and factors will be developed and reviewed prior to the identification of effects. The effects will be documented in accordance with the evaluation framework. The alternatives will be rated using a straightforward (poor, fair, good) system to determine which alternative best addresses the project requirements and objectives.

2.2.5 Steering Committee Meeting

A Steering Committee meeting will be held in October 1993 to present the alternatives that have been reviewed, the impacts of the alternatives and the results of the evaluation of the alternatives.

2.2.6 Contact Review Agencies

Delcan

The initial contact of review agencies for all three sections will be made to update them of the new project limits, the alternatives being reviewed and the preliminary evaluation of alternatives. The following agencies will be contacted:

- Metropolitan Toronto and Region Conservation Authority (MTRCA)
- Ministry of Natural Resources (MNR)
- Ministry of the Environment and Energy (MOEE)
- City of Etobicoke
- Metropolitan Toronto - Transportation Department
- Regional Municipality of Peel
- Toronto Transit Commission
- Ministry of Government Services (Parkway Belt)

It was agreed at the July 26, 1993 Steering Committee meeting that a meeting with MTRCA, MNR and the consultant team representatives from all of the jobs Ontario projects would be co-ordinated by the City to reduce the number of contacts to these agencies.

A general notification of the scope of the project will be published in the local newspapers if requested by either the City of Mississauga or Metro Toronto.

2.2.7 Select Preferred Solution

Marshall Macklin Monaghan

The comments received from the review agencies and the steering committee will be assessed in conjunction with the evaluation of alternatives performed in section 2.2.5 to

determine the preferred solution. This solution will be subjected to a further review of alternatives in the subsequent section 2.3.

2.3 **Examine Alternative Methods of Implementing the Preferred Solution**

For the purpose of the following discussion, the preferred solution is considered to be the addition of HOV Lanes on Eglinton Avenue and RBL on Highway 403 by widening each of these facilities. If this is not the preferred solution the work program would be subject to modifications.

Examining the alternative methods for the preferred solution in accordance with the MEA Class EA process involves several steps as outlined below.

2.3.1 **Identify Alternative Design Concepts**

Alternative design concepts for implementing HOV Lanes on Eglinton Avenue and RBL on Highway 403 (the preferred solution) will be identified. The primary alternatives that will be considered on Eglinton Avenue are widening the road about the existing centreline or widening the road primarily on one side of the existing road. It has already been determined that within the Metro portion of Eglinton, the widening will occur on the north side of the road. The design concepts will be developed in consultation with the Steering Committee. Typical sections and plans will be prepared indicating the alternative design concepts for review and approval by the Steering Committee.

Marshall Macklin Monaghan

The alternative design concepts for widening Highway 403 will include developing a RBL on the existing shoulder area with different turning options at the Cawthra Road/Eastgate Parkway intersection.

2.3.2 **Data Collection**

Data collection will be initiated to prepare natural, social and economic environmental inventories for the preferred solution from section 2.2.7. As-built drawings for the roads and municipal services will be requested from the City of Mississauga, Metro Toronto, MTO and Region of Peel. The collected information will be indicated on the appropriate engineering drawings and displays for public presentation.

Delcan

a) Utility Coordination

All affected utility companies will be contacted for the three study areas, and they will be updated on the project. The utility companies will be requested to provide updated information on their existing and future plant locations. A utility mark-up

will be produced and distributed to consultants. The following utility companies will be contacted:

Bell Canada
Etobicoke Hydro
Hydro Mississauga
Ontario Hydro
Regional Municipality of Peel (Watermain)
Consumers Gas
TransNorthern Pipelines
Sarnia Products - Petroleum (Esso)
Sun - Canada Pipelines
Interprovincial Pipelines
Rogers Cable TV
MacLean Hunter Cable TV

b) Vegetation, Fisheries and Aquatic Habitat

A complete field inventory and analysis of existing and future environmental conditions will be carried out and documented within the study area. This will include terrestrial and aquatic natural environments. The field inventory will include an assessment of existing fisheries and aquatic habitat, wildlife, vegetation, wetlands, and property waste and contamination. The fisheries and aquatic habitat inventories will be conducted in the Etobicoke Creek and the Little Etobicoke Creek.

c) Etobicoke Creek Bridge Condition Survey

A visual inspection of the Eglinton Avenue bridge over Etobicoke Creek was undertaken in February 1989. At that time, it was suggested that the Eglinton Avenue contract include the addition of barrier walls to separate pedestrian and vehicular traffic and that joints be repaired. Direction is required from Metro Transportation if rehabilitation of the structure should be carried out under this contract and whether a condition survey should be carried out.

If Metro Toronto requires a bridge condition survey for the Etobicoke Creek bridge, then this work will be co-ordinated by Delcan. This investigation will be carried out in accordance with MTO procedures and the necessary cores of the deck will be sampled.

R.V. Anderson

a) Archaeological Review

An archaeological review of the entire study area will be co-ordinated and a report written documenting the findings.

b) **Geotechnical Investigation**

Thurber Engineering will be retained by each Consultant to perform a geotechnical investigation of the entire study area. Boreholes will be obtained along Eglinton to assess existing conditions. A geotechnical report will be made available documenting the field investigation and recommendations for pavement structure and foundation conditions for the proposed culvert extension on the Little Etobicoke Creek bridge.

It has been assumed that geotechnical data for the Hwy. 403 section will be provided by MTO to include existing pavement conditions and a recommended pavement structure for the shoulder/lane widening.

Marshall Macklin Monaghan

a) **Noise Assessment**

A noise impact assessment will be conducted in the area of the Tyndall Nursing Home located on the south side of Eglinton Avenue, east of Tomken Road.

2.3.3 Identify Impacts on Design Concepts/Preliminary Design

The information from the Data Collection (2.3.2) will be compared with the Alternative Design Concepts (2.3.1) to determine the impacts of the design concepts on the environment (social, natural, engineering). The following items will be considered in identifying the impacts: adjacent property requirements, driveway access, municipal services, utilities, surrounding property elevations (i.e. slopes vs. retaining walls), natural environment features (significant trees), and social features such as the built environment. Preliminary design working drawings, as required, will be developed to assist in determining the impacts and associated costs.

Delcan

In order to minimize the impacts of storm water on receiving watercourses, consideration will be given to the use of Best Management Practices (BMP's). These will be reviewed with the City, the Ministry of Natural Resources, and the Conservation Authority to obtain their agreement.

2.3.4 Evaluate Alternative Design Concepts

Evaluation of alternative design concepts will be undertaken by comparing the relative merit of each design concept. The evaluation will be undertaken by project area to determine the best design concept for each section of the project. The information will be presented to the public in a simplified graphic format. Explanations of the evaluation criteria will also be discussed in the ESR.

2.3.5 Steering Committee Meeting

A Steering Committee Meeting will be held in November 1993 to obtain input on the design concept and the preliminary evaluations.

2.3.6 Presentation to Committees

A presentation to Transportation Technical Committee and General Committee of Council will be undertaken to inform them of the evaluation of alternatives and preferred design concept that will be brought forward to the public in the next section. The display boards will be presented to these committees for their approval prior to the PIC.

Delcan

A separate meeting will be scheduled with the appropriate committees at Metro Transportation and the City of Etobicoke for the section of Eglinton Avenue east of Etobicoke Creek.

2.3.7 Public Information Centre

A Public Information Centre will be held to present the need, justification, evaluation of alternative solutions and evaluation of design concepts to the public and review agencies for their information and comments.

Delcan

The review agencies contacted during 2.2.6 will be notified of the PIC and solicited for their comments.

R.V. Anderson

A draft notice of the PIC for the newspaper advertisements and local delivery will be prepared for review by the City. The City will be responsible for co-ordinating the advertisements and the local delivery of the notice.

Display boards including graphics, text and plans will be prepared for the PIC. The presentation materials will be coordinated between the consultants so that the information presented appears seamless to the public. A coordination meeting will be held prior to the PIC to facilitate consistency in the presentations and communications with the public. One public information centre will be held at a suitable location. The cost of hall rentals and special reproduction will be borne by the City of Mississauga. The PIC is tentatively scheduled for January 1994.

2.3.8 Select Preferred Design Concept

Selection of the preferred design concept will be based on the results of the evaluation (2.3.4) and the input received from the PIC and Review Agency notification.

2.3.9 Preliminary Finalization of Preferred Design

Preliminary finalization of the preliminary design will be undertaken to prepare drawings for the ESR. The design will be refined to identify property requirements, impacts on grading and drainage, major utilities and underground services.

2.4 Documentation

Documentation required for this Environmental Assessment will follow the MEA Class EA for Municipal Road Projects document prepared by the Municipal Engineers Association.

2.4.1 Prepare ESR and Submit to City

Preparation of the ESR will be an ongoing process. Sections of the ESR will be written and presented at Committee meetings during the applicable phase of the project. Each consultant will be responsible for unique aspects of their study area. The ESR will be finalized upon receipt of all comments from the PIC and Review Agency notification.

Marshall Macklin Monaghan

One ESR will be prepared to provide a single document to cover the entire project area. The draft ESR will be issued to the Steering Committee for review and comment prior to a Steering Committee meeting. The finalized ESR will be submitted to the City and Steering Committee in February 1994. Costs of printing and special reproductions for the ESR will be borne by the City of Mississauga.

2.4.2 Steering Committee Meeting

A Steering Committee Meeting will be held in February 1994 to obtain input on the draft ESR.

2.4.3 Notify Agencies and Public of Filed ESR

Delcan

Notification of agencies and public of the filed ESR will be undertaken as per the requirements of the MEA Class EA document. The ESR is scheduled for filing in February or March 1994 following a review by the City of Mississauga, MTO and Metro Transportation (east of Etobicoke Creek).

3.0 DETAILED DESIGN

3.1 Finalize Alignments (Horizontal and Vertical)

The horizontal and vertical alignments of the preferred solution from the preliminary design phase will be finalized using COGO.

3.2 Grading Design (Cross-sections)

Design cross-sections will be generated according to approved typical sections from the preliminary design phase and according to City of Mississauga or Metro Transportation standards, depending on jurisdiction.

3.3 Finalize Property Requirements

From the mapping and surveying phase, the existing property limits will be defined. The extent of property requirements and easements will be determined.

3.4 Hydrology for Culvert Extension

Marshall Macklin Monaghan

Hydrological analysis at the culvert extension for the Little Etobicoke Creek crossing will be conducted in conjunction with the roadway design. All current guidelines and regulations will be strictly adhered to.

3.5 Storm Drainage Design

Roadway drainage will be provided in the area of road reconstruction. New storm sewers will be provided as necessary in areas where there are no existing storm sewers. Catchbasins will be relocated (or removed and replaced) to the new curb lines.

The City will provide all necessary drainage calculations for the capacity of the existing storm sewer system. It will then be determined if the widening of Eglinton results in the need to upsize the existing storm sewers.

It is understood that for the portion of widening within Metro Toronto, the existing storm sewer system has been designed to accommodate the widening.

3.6 Signal and Illumination Design

Design of traffic signal modifications will be undertaken in accordance with the City of Mississauga, MTO, Region of Peel and Metro Transportation standards and specifications depending on ownership. This will identify the signal pole and handwell locations, underground ducts and cables, wiring diagrams and temporary installations where necessary.

Preparation of electrical design drawings will include layout plans for illumination, wiring diagrams, load cables and electrical details.

3.7 **Sideroads and Driveways**

Sideroad design and driveways will be designed to current standards and incorporated into the contract.

3.8 **Landscaping Design**

Preparation of landscaping design drawings will include layout plans for planting materials, specifications and plant material selection suitable for the corridor. A typical will be provided for a common bus shelter treatment. This material will be assembled as a separate contract package.

3.9 **Structural Design - Culvert Extension**

Marshall Macklin Monaghan

Structural design of the culvert extension for the Little Etobicoke Creek crossing will include all plans, details and specifications.

3.10 **Structural Design - Etobicoke Creek Bridge Rehabilitation and Enhancements**

Delcan

Upon authority to proceed from Metro Transportation, structural design of the bridge rehabilitation and enhancements will be carried out. This will include all plans, details, bar lists and specifications for the proposed work.

3.11 **Contract Drawings**

Contract drawings will be created using City of Mississauga standards west of Etobicoke Creek and Metro Transportation standards east of Etobicoke Creek. The Hwy. 403 portion of the contract will be designed and presented to Mississauga standards. Contract drawings to include all horizontal and vertical alignment control information, grading and storm drainage requirements, sideroad and driveway details, signal and illumination design, landscape design, structural design, typical cross-sections, details and all pertinent design data to facilitate construction of the said roadworks.

Each consultant will prepare one contract package for their study limits as outlined in section 1.2.

3.12 **Coordinate Utility Relocations**

Utility conflicts will be reviewed, cost effective alternatives to relocation will be identified and incorporated as appropriate.

3.13 **Steering Committee Meeting**

A Steering Committee Meeting will be held in May 1994 to obtain approval for the detailed design and approval to finalize the contract documents, specifications and present design to the public.

Delcan

A separate meeting will be scheduled with Metro Transportation and the City of Etobicoke for the section of Eglinton Avenue east of Etobicoke Creek.

3.14 **Public Information Centre**

A Public Information Centre will be held in June 1994 (tentatively) to present the detailed design concept to the public for their comments. Similar to the initial PIC, presentation material will be coordinated between consultants. One public information centre will be held at a suitable location.

3.15 **Finalize Contract Drawings**

All approved revisions from the Public Information Centre comments will be incorporated into the final design drawings.

3.16 **Quantity Take Off**

Once all revisions are incorporated into the design drawings and cross-sections, quantity calculations will be completed.

3.17 **Contract Documents**

The specifications and tender documents will be prepared by each consultant using OPSS, City of Mississauga and Metro Toronto specifications. Special Provisions will include specific requirements of the project and of the City of Mississauga, City of Etobicoke, Region of Peel, Metro Transportation and MTO. Special provisions will also be included to cover mitigation of adverse effects of construction (these will include specific timing constraints, contractors' operations and other items).

3.18 **Technical Meeting**

A Technical Meeting will be held in July 1994 to obtain input on the final contract package.

3.19 **Submit Final Contract Package**

Assemble all information required to turn over package to the City of Mississauga for tendering by the City.

Section 4.0 CONSTRUCTION SERVICES

Not included in scope of work or fees but can be provided upon City request.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 313-93

A by-law to amend By-law #43-82, being a by-law to provide for the appointment of municipal law enforcement officers and peace officers for the purpose of enforcing municipal by-laws.

WHEREAS it is necessary to update the list of individuals appointed as municipal law enforcement officers and peace officers for the purpose of enforcing municipal by-laws,

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That By-law #43-82 be amended by deleting Schedule "A" and substituting therefor Schedule "A" to this by-law.
2. That By-law #43-82 be amended by deleting Schedule "B" and substituting therefor Schedule "B" to this by-law.

ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
mib		
Date	93	07 13

MAYOR

CLERK

FIRE DEPARTMENT

HARE, C. W., Fire Chief	MORDEN, G.R., Deputy Fire Chief
CUNNINGHAM, B.W., Assistant Deputy Chief	
BROUWER, G., Assistant Deputy Chief	GUERTS, L.C., Chief of Training
ARNOLD, R., District Chief	HASTINGS, E., District Chief
CROSS, G., District Chief	LANGLEY, E., District Chief
IZATT, J., District Chief	SHEAN, J. G., District Chief
LAING, I., District Chief	HERRIDGE, B., District Chief
CHALK, R.A., Chief Inspector	McRORIE, D. G., Captain
McNEIL, I. D., Captain	COLLINS, N. Captain
HARE, D. G., Plans Examiner	FRITH, G. C., Inspector
McDERMOTT, Wm., Plans Examiner	HUNTER, J., Inspector
NEILSEN, C., Inspector	DeLUCA, D., Plans Examiner
PHELPS, G., Plans Examination Officer	McCUTCHEON, S., Inspector
BEATY, R., Inspector	BARRITT, P., Inspector
WALSH, B., Inspector	FERGUSON, R., Inspector
NUCIFORA, G., Inspector	CLEMENT, R., Inspector
GALLANT, K., Inspector	SIMPSON, P., Inspector
LeHOUX, J., Inspector	

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McCONKEY, B.	McCUE, Michael
MEEHAN, D. E.	MILLER, C.
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O'HARA, A.M.	
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RYDER, D.	SCROVITCH, K.
SHOLDICE, W.	SMITH, G.
STASI, T.	THOMAS, B.
THORNE, S.	TURNER, S.
VANDERHELM, P.	VAN HOEK, Y.
VENSLOVAITIS, L.	WATERMAN, O.
YOUNG, J.	

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DREXLER, James
DREAGER, David
GOSSELIN, Daniel
MANSING, Nena
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SAHID SAHID, Robert
SOBILO, KRZYSZTOF
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DOMITROVICH, JOHN
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HILL, Clarence D.
MCMILLAN, Ivor
ROBINSON, Gregory
SINGH, Harjinder
SPIERING, Ernst
WALLACE, CHARLTON

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CAVILL, Jim
CRESSMAN, John
DAVIS, Jim
KENT, Jim
MACARTHUR, Veral
MONTEITH, Cedric
PETERS, Ed
ROY, Robert
WOODRUFF, Jim

CAMERON, John
CHANDRA, Jane
CRUIKSHANKS, Royce
ELLIOTT, John
KIBUSPU, Harry
MILNE, Alexander
PARALOVOS, Paul
REINHART, Robert
SALLUSTI, Peter

NOWERS, Jeff
OLIVEIRA, Robert
SMITH, Randolph
Tauro, Francesco
VAN ANDEL, Fred

O'BRIEN, James
POTTS, Stephen
SOUSA, Paulo
TENNENT, Michael
WILLEY, Scott

Canada Security Corporation (The)

BARBIETO, Ariel
BUCHANAN, Andrew
CAPRA, Tony
FISHER, Simon
LAWRENCE, Ron

BEDFORD, Kenneth
BUCK, Leslie
DOLL, Ken
GULLAGE, Steve
MANUEL, Greg

Canadian Corps of Commissioners

BECK, Victor
CAMERON, D.
CHILDS, ROBERT
DANIEL, Anthony

HANSFORD, T.
KING, W.
LEE, E.
MacDONALD, Malcolm
MONTCALM, ROCH

BUSSIERES, A.
CARTER, J.
CRAWLEY, H.
DAYMAN, D.
FRANK, P.
ISAACS, A.
KRAELING, R.
MacDONALD, J.
MCNULTY, PHILIP

Canmils Consultants Ltd.

BROWN, John
VET, Mavis
WHITE, James

HUGHES, Warren
WHITE, Catherine

C.C.G. Security Inc.

ATYOTA, ESEOGHENE
RICHARDSON, J.
SORRENTINO, G.
WOOLHEAD, J.

PARSON, K.

THOMSON, C.

SCHEDULE "A", PART I, TO BY-LAW 34-83
EMPLOYEES OF PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

Classique Concierge

ACKERMAN, Peter
BOAGMUNRO, Russell
EID, Ibrahim
MUNRO, Donald
ROWAN, John

AMON, Valentin
BRISTOL, Eric
KOVACEVIC, Jovan
MIODRAG, Poznic

Crusaders Security

HENRY, Clive
JOHNSTON, Kenneth
VAN TASSEL, William

MINNIKIN, Justin
YOUNG-TAI, Kin Pound Wu

Excalbur Security Consultants Inc.

BIRTWISTLE, David
GROSSE, Steven
MARTIN, Hugh
MOORHOUSE, John
WALKER, Doug

COLTON, Patrick
LI, David

RAMSEY, Todd

Ensign Security Services Ltd.

ANDERSON, George
COPELAND, Robert
DeALMEIDA, William
DUNSCOMBE, Trevor
FRAZER, Timothy
HAYES, David
KOOTNEKOFF, Roderick
JAMAL, Muneeb
KHAN, Syed
LOCKWOOD, Kenneth
MacJANET, David
NELSON, Peter
O'BRIEN, Christopher
RAGSDALE, Graham
SCOGNOAMIGLIO, Basilio
SMIGELSKI, Leslie
SMITH, Michael
WRIGHT, David
ZUWALA, George

ARLAND, Melville
DAMERY, Trudy
DOWNIE, Chris
EFFAT, Khalil
GREENE, Daniel
KLAEBOE, David
KOWALCHUK, Myron
JOHNSON, Michael
LeMOYNE, Robert
McGUIRE, Terry
MOREALES, Martin
NICHOLLS, Keith
RACING, Rick
SCHULTE, Randy

SMITH, Keith
SPILIADIS, Terry

Erindale College Security

CERVONI, D.
FREUD, George
KENT, Thomas
MALLO, Arif M.
PIENCZYKOWSKI, Jack
YARDY, Cameron

DAWSON, Darlene
HELEWA, Charles
LACK, Robert J.
McKENZIE, Ross W.
SENKPIEL, Bodo-K

Graham Protection Services Ltd.

ANGLISZ, Edward
GRAHAM, Paul
McNABB, Robert
RAPOSO, Robert
WILLIAMS, Robert

GRAHAM, Donald
MATTHEWS, Robert
RANDHAWA, Rajwinder
RICHARDSON, Ken

Holyoak, Frontiersmen & Harrison Security Services Ltd.

ASHFIELD, John

DICKSON, William

Invesec Security Services

BRADY, Paul

ILIFFE, Jim

LOCKWOOD, Grant

WHITE, Catherine

HUGHES, Gerald

LOCKWOOD, Gary

TYLER, Lionel

SCHEDULE "A", PART I, TO BY-LAW ³¹²⁻⁷³
EMPLOYEES OF PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

Lancer Security Services Inc.

BENZAQUEN, Charles
CROWE, Timothy
FORSYTHE, Kathleen
MAXWELL, Jack
RYHORSKI, Larry
SUGARS, Warren

BORTNIAK, John
DOCKTER, Duane
MAUTI, John
RICH, Doug
RYHORSKI, Colleen
WATKINSON, Andrew

Meadowvale Security Guard Services Inc.

ANDREWS, Leslie
BURGESS, Robert
DREXLER, Joe
FRIENSHIP, Donald
GOODING, Mark
HOBBS, RONALD
KIRBY, ARTHUR
McMAHON, George
PAWLOWSKI, Ed

BHUJWALLA, Murtaza Shabbir
CURRIE, Christopher
EMERY, DAVID
GOLDSON, Ron
GREY, Malcolm
HUDSON, David
IBBOTSON, Rodney
NORMANDIN, David
P E A R S O N , A n t h o n y

PLOQUIN, Lorne
RUTH, Alan
SHAH, Mazhar
SINGH, Kerpai
SQUIRES, Simon
VASILOPOULOS, Eric

ROLLS, Nick
SANDERSON, Peter
SIMEC, Mike
SINGH, Sarwan
VanROOYEN, Dave
WILSON, William C.

Metropol Security

ANAND, Madan
DONNELLY, Michael
SINGH, Amarjit

BISPHAM, Darrell
GOODGER, Kenneth
SINGH, Pertab

Mobile Support Services

ALLEN, Margaret
FISHER, Terry
THOMSON, Robert

BOYLE, Stanley
RADFORD, Michael

MONARCH PROTECTION SERVICES LIMITED

ALLAN, SHIRLEY
DIKASZ, MARY
MAJIC, RUSMIR
THOMAS, STEVEN

BIEN, BRONISLAW (BRIAN)
MACDONALD, DAN
SAMPAIO, MICHAEL

Olympus Security Services Inc.

BAKHTYAR, FARZAD
CAPONE, JOEY
CONYERS, PAUL
GODIN, MICHAEL
LOMAX, JAY
REGULAR, Gregory
STEPANIS, Chris
SZYMCZAK, Krzysztof

BRADSHAW, PAUL
CHUSROSKIE, Michael
DHARMAKUMAR, EDMUND
HAUGHEY, DAVID
PAPANTONIOU, Phil
SILVA, PETER
STEPANIS, Pando

SCHEDULE "A", PART I, TO BY-LAW ~~313-83~~
EMPLOYEES OF PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

Ontario Parking Control Bureau

BAUER, Michael
PASSMORE, Robert
SYDNEY, Richard
WILLIAMS, Stuart

CHAPMAN, Rick

TRUMP, Elmer

Paragon Protection Ltd.

BOURASSA, Dan
NAGY, Janos
WILDING, Frederick

GUIARD, Joseph

Provincial Security Services

BASCOM, Denis
CARNEY, Edward
JOHNSON, ROBERT
LONGHI, Rocco
MACUMBER, John
ROBERTS, Wesley
STABLES, Brian

BLONDIN, Shawn
FEDCHYSHYN, Gregory
LONG, Dale
MacDONALD, Stewart
OLGUIN, Mario
SOLOMON, Ian
SZULICH, Dean

Rainbow Tagging Service

GARDNER, Cleon
SERGISON, Mark

FANZIO, Juan

Scott Security Inc.

FARLEY, Paul
HOLDER, Timothy
SCOTT, Donald

HOLDER, Frances
OLTHOF, Deems Jeffrey
WILLIAMS, David Luther

Scout Security and Investigations

FRATANGELI, SILVERIO

MCCULLOCH, BRIAN

Security Information Systems

BROWN, Michael

MARTINHO, Jose

Shipp Corporation Ltd. (Security Division)

BASTELAK, Joseph
CUHNA, Jose
DODD, Arthur
MCLAURIN, Peter
TITMARSH, Herbert

BLATNIK, Albin
DABIPERSAUD, Samsunder
HANNIVIN, William
SCOUTEN, Shawn
WOOD, Jean Clara

Total Parking Services

BARTH, Manfred
BURNHAM, Brenda

BROWNING, Clayton
BURNHAM, Bruce

Wackenhut of Canada Limited

BERTRAND, Robert
GOLDING, Mark
LEWIS, David Michael
NARAYAN, Kawal
SAMUELS, Curtis

FONDER, Stella
JAYANTHIKUMAR, Casipillai
MALCOLM, Brian
QUASHIE, Norman

SCHEDULE "A", PART II, TO BY-LAW 313-83
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

Authorized Parking Only Ltd.

7256 Airport Road	2700 Battleford Road
2670 Battleford Road	2340 Bromsgrove Road
1315 Bough Beeches Blvd.	1060 Caven Street
2440 Bromsgrove Road	35 Ceremonial Drive
1039 Cedarglen Gate	5020 Delaware Drive
7430 Copenhagen Road	3555 Derry Road East
3533 Derry Road East	1219 Dundas Street West
3577 Derry Road East	4185 Fieldgate Drive
1301 Dundas Street West	1970 Fowler Drive
2355 Fifth Line West	1415 Gulliden Drive
1980 Fowler Drive	2240 Hurontario Street
1485 Gulliden Drive	3170 Kirwin Avenue
2247 Hurontario Street	205 Lakeshore Road East
187 Lakeshore Road East	150 Lakeshore Road West
99 Lakeshore Road West	3425 Morning Star Drive
3420 Morning Star Drive	549 North Service Road
275 North Service Road	2575 Parmeer Drive
573 North Service Road	1061 Seneca Avenue
1051 Seneca Avenue	300 Webb Drive
1700 The Collegeway	
2616/2626 Woodchester Drive	

Barnes Security Services Ltd.

3150 Golden Orchard Drive	3170 Golden Orchard Drive
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Burns International Security Service Ltd.

265 Enfield Place	25 Fairview Road West
50 Kingsbridge Garden Circle	1110 Walden Circle

Canada Security Corporation (The)

5900 Avebury Road	2515 HURONTARIO STREET
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Canadian Corps of Commissioners

3695 Kaneff Crescent	55 Kingsbridge Garden Circle
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Canmils Consultants Ltd.

1055 Bloor Street East	3100 Dixie Road
600-620 Lolita Gardens	

CCG Security Inc.

3445 Fieldgate Drive	99 Lakeshore Road East
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Classique Concierge

4185 Shipp Drive	4205 Shipp Drive
25 Trailwood Drive	35 Trailwood Drive

Crusaders Security

3476 Glen Erin Drive	99 Lakeshore Road East
530 Lolita Garden	925 Rathburn Road East

Ensign Security Services Ltd.

265 & 285 Enfield Place	3700 Kaneff Crescent
1110 Walden Circle	325 & 335 Webb Drive

Erindale College Security

3359 Mississauga Road (Erindale College)

SCHEDULE "A", PART II, TO BY-LAW 313-93
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

Excalbur Security Consultants Inc.

2440 Hurontario Street

Graham Protection Services Ltd.

2770 Aquitaine Avenue
2542 Argyle Road
1177 Bloor Street East
1616 Haig Boulevard

2556 Argyle Road
880 Dundas Street East
3025 Queen Frederica Drive

Holyoak, Frontiersmen & Harrison Security Services Ltd.

1515 Lakeshore Road East

1535 Lakeshore Road East

Intelligarde International Inc.

2075 Asta Drive
2247 Hurontario Street
1515 Lakeshore Road East
5610 Montevideo Road
200 Robert Speck Parkway

1315 Bough Beeches Boulevard
5659 McAdam Road
1535 Lakeshore Road East
6260 Montevideo Road

Intercon Security Limited

2150 Burnhamthorpe Road West
100 City Centre Drive
3339 Council Ring Road
2225 Erin Mills Parkway (Sheridan Mall)
6719 Glen Erin Drive
89 Queensway West
1655 Queensway East

325 Central Parkway West
3360 Council Ring Road
101 Queensway West

Intertec Security and Investigation Ltd.

377 Burnhamthorpe Rd. E.
33 City Centre Drive
77 City Centre Drive

55 City Centre Drive
201 City Centre Drive

Invesec Security Services

1055 Bloor Street East
3525 Brandon Gate Drive
1001 Cedarglen Gate
2275 Credit Valley Road
880 Dundas Street West
3140 Fifth Line West
3120 Kirwin Avenue
600 Lolita Gardens
3050 Orleans Road
3400 Riverspray Crescent
2155 South Millway
3420 South Millway

2001 Bonnymede Drive
2150 Bromsgrove Road
3600 Colonial Drive
3100 Dixie Road
3100 Fifth Line West
35 Front Street
530 Lolita Gardens
620 Lolita Gardens
1360 Rathburn Road East
4235 Sherwoodtowne Boulevard
2205 South Millway
1010 Walden Circle

Lancer Security Services Inc.

1110 Caven Street
3050 Constitution Boulevard

6435 Dixie Road
60 Dundas Street East

134 Dundas Street West
165 Dundas Street West
6040 Glen Erin Drive

3015 Winston Churchill Boulevard

3040 Constitution Boulevard
Confederation Parkway (Library
Staff Parking Lot)
6487 Dixie Road
110 Dundas Street West
(Central Library)
144 Dundas Street West
4444 Fieldgate Drive
400 Mississauga Valley
Boulevard

SCHEDULE "A", PART II, TO BY-LAW ³¹³⁻⁹³
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

Meadowvale Security Guard Services Inc.

460 Bristol Road	3665 Arista Way
1111 - 1155 Bough Beeches Blvd.	50 Burnhamthorpe Road West
90 Burnhamthorpe Road West	7251 Copenhagen Road
6520 Corfu Road	7170 Darcel Avenue
7230 Darcel Avenue	7280 Darcel Avenue
935 Dundas Street East	
1970 Dundas Street East	30 Elm Drive East
50 Elm Drive East	55 Elm Drive West
265 Enfield Place	7077 ESTORIL ROAD
2779 Gananoque Drive	6720 GLEN ERIN DRIVE
6779 Glen Erin Drive	3605 Kariya Drive
75 and 85 King Street East	10 Kingsbridge Garden Circle
20 Kingsbridge Garden Circle	
3359 Mississauga Road North	1423 Mississauga Valley Blvd.
1405 Mississauga Valley Blvd.	1547 Mississauga Valley Blvd.
1477 Mississauga Valley Blvd.	1580 Mississauga Valley Blvd.
1563 Mississauga Valley Blvd.	6040 Montevideo Road
5730 Montevideo Road	6260 Montevideo Road
6100 Montevideo Road	
6500 Montevideo Road	924 Rathburn Road East
3145 Queen Frederica Drive	250 Webb Drive
20 STRATHAVEN DRIVE	6750 Winston Churchill Blvd.
2617 Windwood Drive	

Metropol Security

2150 Burnhamthorpe Road West	50 Elm Drive
2550 Hurontario Street	6677 Meadowvale Town Centre Circle (Meadowvale Mall)
1300-1320 Mississauga Valley Blvd.	

Mobile Support Services

2700 Aquitaine Avenue	2929 Aquitaine Avenue
2757 Battleford Road	2797 Battleford Road
2869 Battleford Road	2001 Bonnymede Drive
2380 Bromsgrove Road	Confederation Pkwy. (Library Lot)
	666 Constellation Drive
7080 Copenhagen Road	7406 DARCEL AVE.
3025 Credit Woodlands (The)	
2301 Derry Road West	900 Dundas Street West
7255 Dooley Drive	4156 Fieldgate Drive
15 Elizabeth Street North	1055 Forestwood Drive
4230 Fieldgate Drive	6599 Glen Erin Drive
1180 & 1190 Forestwood Drive	7500 Goreway Drive
7475 Goreway Drive	
2325 Hurontario Street	2353 Hurontario Street
(Queentario Plaza)	1257 Lakeshore Road East
966 Inverhouse Drive	215 Mississauga Valley Blvd.
1285 Lakeshore Road East	6240 Montevideo Road
1580 Mississauga Valley Blvd.	4100 Ponytrail Drive
1015 Orchard Road	3105 Queen Frederica Drive
3070 & 3130 Queen Frederica Drive	
1850 Rathburn Road East	2121 Rathburn Road East
2145 Sherobee Road	4255-4265 Sherwoodtowne Blvd.
2075 Sherobee Road	3510 South Millway
3500 South Millway	6900 Tranmere Drive
1050 Stainton Drive	350 Webb Drive
28-57 Village Centre Place	
2665 Windwood Drive	

MONARCH PROTECTION SERVICES LIMITED

3695 KANEFF CRESCENT

SCHEDULE "A", PART II, TO BY-LAW 313-93
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

Night Watch Security Services Inc.

35 Ceremonial Drive

Olympus Security Services Inc.

2035 Asta Drive
115 Hillcrest Avenue
1485 Lakeshore Road East
3400 Riverspray Crescent

5020 DELAWARE DR
145 Hillcrest Avenue
3420 & 3425 Morningstar Dr.

Ontario Parking Control Bureau

85 & 121 Acorn Place
6299 Airport Road
6695 Airport Road
6725 Airport Road
400 Bloor Street East
2340 Bromsgrove Road
2301 Burnhamthorpe Road West
20 Ceremonial Drive
2401 The Collegeway
3355 The Collegeway
3420 The Collegeway
3570 Colonial Drive
3590 Colonial Drive
7030 Copenhagen Road
5955 Creditview Road
55 Elm Drive
15 Fairview Road
12 Falconer Drive
1025 Fergus Avenue
6777 Formentera Avenue
2655 Gananoque Drive
3477 Glen Erin Drive
6045 Glen Erin Drive
25 Glen Hawthorne Boulevard
7350 Goreway Drive
30 Hanson Road
50 Kingsbridge Garden Circle
3175 Kirwin Avenue
20 Mississauga Valley Blvd.
1250 Mississauga Valley Blvd.
6120 Montevideo Road
385 Rathburn Road East
395 Rathburn Road East
1755 Rathburn Road East
2120 Rathburn Road East
Redmond Road
880 Riley Court
4255 Sherwoodtowne Blvd.
4261 Sherwoodtowne Blvd.
4265 Sherwoodtowne Blvd.
3280 South Millway
2440 Truscott Drive
4110 Westminster Place

6303 Airport Road
6715 Airport Road
2660 Aquitaine Avenue
3233 Brandon Gate Drive
2251 Burnhamthorpe Road West
3025 Cedarglen Gate
3480 Colonial Drive
2433 The Collegeway

3395 Cliff Road North
3480 Colonial Drive
800 Constellation Drive
7430 Copenhagen Road

10 Falconer Drive
16 Falconer Drive
4230 Fieldgate Drive
6797 Formentera Avenue
2779 Gananoque Drive
6025 Glen Erin Drive
6449 Glen Erin Drive
7340 Goreway Drive
7435 Goreway Drive
915 Inverhouse Drive

485 Meadows Blvd.
50 Mississauga Valley Blvd.
5536 Montevideo Road
3860 Morningstar Drive

405 Rathburn Road East
1951 Rathburn Road East
1290 Rathburn Road West 3655
3400 Rhonda Valley
7633 ROCKHILL ROAD
4257 Sherwoodtowne Blvd.
4263 Sherwoodtowne Blvd.
2250 South Millway
3330 South Millway
4100 Westminster Place

Paragon Protection Ltd.

6500 Silver Dart Dr.

Shipp Corporation Ltd. (Security Division)

2 Robert Speck Parkway
4 Robert Speck Parkway

3 Robert Speck Parkway

Total Parking Services

2701 Aquitaine Avenue
1625 Bloor Street East
7050 Bramalea Rd.
2315 Bromsgrove Road
800 Constellation Blvd.
1275 Cornerbrook Place
98 Falconer Drive
6699 Falconer Drive
3079 Fifth Line West
3500 Glen Erin Drive
1415 and 1485 Gulleden Drive
3350-3351 Hornbeam Crescent
1515 Lakeshore Rd. E.
525 Meadows Blvd.
180 Mississauga Valley Blvd.
1330 Mississauga Valley Blvd.
2095 Roche Court
6679 Shelter Bay Road
2035 South Millway
806 Stainton Drive
830 Westlock Road

1615 Bloor Street East
1660 Bloor Street East
2170 Bromsgrove Road
3025 Cedarglen Gate
7340 Copenhagen Road
4605 Donegal Road
6540 FALCONER DR.
4165 Fieldgate Drive
3125 Fifth Line West
6855 Glen Erin Drive
2445 Homelands Drive
405 Hyacinthe Blvd.
1535 Lakeshore Rd. E.
20 Mineola Road East
1180 Mississauga Valley Blvd.
4635 Regents Terrace
2121 Roche Court
2020 South Millway
150 South Service Road
7171 Torbram Rd.
2605 Woodchester Drive

Wackenhut of Canada Limited

3430 Brandon Gate Drive
2315 Bromsgrove Road
3500 Glen Erin Drive
6855 Glen Erin Drive
2445 Homelands Drive
2235 Hurontario Street
3100 Kirwin Avenue
55 Park Street
2095 Roche Court
4450 Tucana Cr.
4470 Tucana Court

2170 Bromsgrove Road
1100 Caven Street
6719 Glen Erin Drive
7560 Goreway Drive
2233 Hurontario Street
405 Hyacinthe Blvd.
3170 Kirwin Avenue
70 Park Street East
6679 Shelter Bay Road
4460 Tucana Court
2665 Windwood Drive

SCHEDULE 'B' TO BY-LAW 313-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

BERNARDO, Mario

525 Abilene Drive	6205 Airport Road
6299 Airport Road	6303 Airport Road
6470-6500 Airport Road	6655 Airport Road
6715 Airport Road	6725 Airport Road
6767 Airport Road	3070 American Drive
3090 American Drive	3100 American Drive
2360 Argentinian Road	5900 Avebury Road
5600 Concross Court	5850 Chedworth Way
5875 Chedworth Way	1180-1200 Courtney Park Drive
1401 Courtney Park Drive	1411 Courtney Park Drive
6115 Danville Road	6155 Danville Road
5880 Falbourne Street	5770 Hurontario Street
5600 Keaton Crescent	5675 Keaton Crescent
5700 Keaton Crescent	800 Keaton Crescent
135 Kennedy Road	80 Matheson Boulevard East
01 Matheson Boulevard East	15 Matheson Boulevard West
25 Matheson Boulevard West	35 Matheson Boulevard West
55 Matheson Boulevard West	55 Matheson Boulevard West
65 McLaughlin Road	75 McLaughlin Road
85 McLaughlin Road	65 McLaughlin Road
1200 Meyerside Drive	1305 Meyerside Drive
1329 Meyerside Drive	1401 Meyerside Drive
20 Milverton Drive	25 Milverton Drive
6415-6499 Northam Drive	6503 Northam Drive
6520 Northam Drive	6320 Northwest Drive
6350 Northwest Drive	6390 Northwest Drive
6291 Ordan Drive	6605 Ordan Drive
6615 Ordan Drive	6625 Ordan Drive
7075 Ordan Drive	075-A Ordan Drive
030 Orlando Drive	135 Orlando Drive
160 Orlando Drive	170 Orlando Drive
3182 Orlando Drive	3190 Orlando Drive
3198 Orlando Drive	3206 Orlando Drive
3220 Orlando Drive	3325 Orlando Drive
6335-6385 Shawson Drive	7680 Tranmere Road
6141 Vipond Drive	6201 Vipond Drive
6300 Viscount Road	6330 Viscount Road
6358 Viscount Road	6470 Viscount Road
6480 Viscount Road	6486 Viscount Road
6490 Viscount Road	6500 Viscount Road

BOODHAI, Boysie

4665 Central Parkway East	1230, 1240, 1250 Eglinton Avenue West
3355 Hurontario Street	3575 Kaneff Crescent
3590 Kaneff Crescent	3620 Kaneff Crescent
3650 Kaneff Crescent	3695 Kaneff Crescent
3700 Kaneff Crescent	49-55 Matheson Boulevard
2170 Sherobee Road	2177 Sherobee Road
2211 Sherobee Road	

BROWNLEE, Harold

2301 Derry Road West

COOK, Ken

5100 Erin Mills Parkway

SCHEDULE 'B' TO BY-LAW 313-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

COOPER, Andrew

50 Burnhamthorpe Road West
265 Enfield Place

90 Burnhamthorpe Road West
285 Enfield Place

DAVENPORT, Bruce

4665 Central Parkway East
1240 Eglinton Avenue West
3355 Hurontario Street
3590 Kaneff Crescent
3650 Kaneff Crescent
3700 Kaneff Crescent
2170 Sherobee Road
2211 Sherobee Road

1230 Eglinton Avenue West
1250 Eglinton Avenue West
3575 Kaneff Crescent
3620 Kaneff Crescent
3695 Kaneff Crescent
49 to 55 Matheson Boulevard
2177 Sherobee Road

DUNLOP, S.

6205 Airport Road
6303 Airport Road
6655 Airport Road
6725 Airport Road
1180-1200 Courtneypark Drive
1305 Meyerside Drive
1401 Meyerside Drive
6503 Northam Drive
6350 Northwest Drive
6291 Ordan Drive
6615 Ordan Drive
7075 Ordan Drive
3030 Orlando Drive
3325 Orlando Drive
6141 Vipond Drive
6300 Viscount Road
6358 Viscount Road

6299 Airport Road
6470-6500 Airport Road
6715 Airport Road
3070 American Drive
1200 Meyerside Drive
1329 Meyerside Drive
6415-6499 Northam Drive
6520 Northam Drive
6390 Northwest Drive
6605 Ordan Drive
6625 Ordan Drive
7075-A Ordan Drive
3135 Orlando Drive
6355-6385 Shawson Drive
6201 Vipond Drive
6330 Viscount Road

EL-AYARI, Mohamed

2300 South Millway

FENN, Richard

485 Meadows Boulevard

525 Meadows Boulevard

135 Kennedy Road
01 Matheson Boulevard East
25 Matheson Boulevard West
55 Matheson Boulevard West
65 McLaughlin Road
85 McLaughlin Road
1200 Meyerside Drive
1329 Meyerside Drive
20 Milverton Drive
6425-6499 Northam Drive
6520 Northam Drive
6350 Northwest Drive
6291 Ordan Drive
6615 Ordan Drive
7075 Ordan Drive
030 Orlando Drive
160 Orlando Drive
3182 Orlando Drive
3198 Orlando Drive
3220 Orlando Drive
6335-6385 Shawson Drive
6141 Vipond Drive
6300 Viscount Road
6358 Viscount Road
6480 Viscount Road
6490 Viscount Road

80 Matheson Boulevard East
15 Matheson Boulevard West
35 Matheson Boulevard West
55 Matheson Boulevard West
75 McLaughlin Road
65 McLaughlin Road
1305 Meyerside Drive
1401 Meyerside Drive
25 Milverton Drive
6503 Northam Drive
6320 Northwest Drive
6390 Northwest Drive
6605 Ordan Drive
6625 Ordan Drive
075-A Ordan Drive
135 Orlando Drive
170 Orlando Drive
3190 Orlando Drive
3206 Orlando Drive
3325 Orlando Drive
7680 Tranmere Road
6201 Vipond Drive
6330 Viscount Road
6470 Viscount Road
6486 Viscount Road
6500 Viscount Road

FROST, Robert

5100 Erin Mills Parkway

HARRIS, Dain

50 Burnhamthorpe Road West
265 Enfield Place

90 Burnhamthorpe Road West
285 Enfield Place

HOPPER, PETER

41 MISSISSAUGA VALLEY BLVD.

KASSIM, Reheim

50 & 90 Burnhamthorpe Road West 265 & 285 Enfield Place

PARSON, William

5100 Erin Mills Parkway (Erin Mills Town Centre)

SCHEDULE 'B' TO BY-LAW 313-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

PILATZKE, Derek

525 Abilene Drive	6205 Airport Road
6299 Airport Road	6303 Airport Road
6470-6500 Airport Road	6655 Airport Road
6715 Airport Road	6725 Airport Road
6767 Airport Road	3070 American Drive
3090 American Drive	3100 American Drive
2360 Argentia Road	5900 Avebury Road
5600 Concross Court	5850 Chedworth Way
5875 Chedworth Way	1180-1200 Courtneypark Drive
1401 Courtney Park Drive	1411 Courtney Park Drive
6115 Danville Road	6155 Danville Road
5880 Falbourne Street	5770 Hurontario Street
5600 Keaton Crescent	5675 Keaton Crescent
5700 Keaton Crescent	800 Keaton Crescent
135 Kennedy Road	80 Matheson Boulevard East
01 Matheson Boulevard East	15 Matheson Boulevard West
25 Matheson Boulevard West	35 Matheson Boulevard West
55 Matheson Boulevard West	55 Matheson Boulevard West
65 McLaughlin Road	75 McLaughlin Road
85 McLaughlin Road	65 McLaughlin Road
1200 Meyerside Drive	1305 Meyerside Drive
1329 Meyerside Drive	1401 Meyerside Drive
20 Milverton Drive	25 Milverton Drive
6415-6499 Northam Drive	6503 Northam Drive
6520 Northam Drive	6320 Northwest Drive
6350 Northwest Drive	6390 Northwest Drive
6291 Ordan Drive	6605 Ordan Drive
6615 Ordan Drive	6625 Ordan Drive
7075 Ordan Drive	075-A Ordan Drive
030 Orlando Drive	135 Orlando Drive
160 Orlando Drive	170 Orlando Drive
3182 Orlando Drive	3190 Orlando Drive
3198 Orlando Drive	3206 Orlando Drive
3220 Orlando Drive	3325 Orlando Drive
6335-6385 Shawson Drive	7680 Tranmere Road
6141 Vipond Drive	6201 Vipond Drive
6300 Viscount Road	6330 Viscount Road
6358 Viscount Road	6470 Viscount Road
6480 Viscount Road	6486 Viscount Road
6490 Viscount Road	6500 Viscount Road

RAMSAY, Ronald

41 Mississauga Valley Boulevard

SCHEDULE 'B' TO BY-LAW 313-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

REYNOLDS, Robert

525 Abilene Drive	6205 Airport Road
6299 Airport Road	6303 Airport Road
6470-6500 Airport Road	6655 Airport Road
6715 Airport Road	6725 Airport Road
6767 Airport Road	3070 American Drive
3090 American Drive	3100 American Drive
2360 Argentia Road	5900 Avebury Road
5600 Concross Court	5850 Chedworth Way
5875 Chedworth Way	1180-1200 Courtney Park Drive
1401 Courtney Park Drive	1411 Courtney Park Drive
6115 Danville Road	6155 Danville Road
5880 Falbourne Street	5770 Hurontario Street
5600 Keaton Crescent	5675 Keaton Crescent
5700 Keaton Crescent	800 Keaton Crescent
135 Kennedy Road	80 Matheson Boulevard East
01 Matheson Boulevard East	15 Matheson Boulevard West
25 Matheson Boulevard West	35 Matheson Boulevard West
55 Matheson Boulevard West	55 Matheson Boulevard West
65 McLaughlin Road	75 McLaughlin Road
85 McLaughlin Road	65 McLaughlin Road
1200 Meyerside Drive	1305 Meyerside Drive
1329 Meyerside Drive	1401 Meyerside Drive
20 Milverton Drive	25 Milverton Drive
6415-6499 Northam Drive	6503 Northam Drive
6520 Northam Drive	6320 Northwest Drive
6350 Northwest Drive	6390 Northwest Drive
6291 Ordan Drive	6605 Ordan Drive
6615 Ordan Drive	6625 Ordan Drive
7075 Ordan Drive	075-A Ordan Drive
030 Orlando Drive	135 Orlando Drive
160 Orlando Drive	170 Orlando Drive
3182 Orlando Drive	3190 Orlando Drive
3198 Orlando Drive	3206 Orlando Drive
3220 Orlando Drive	3325 Orlando Drive
6335-6385 Shawson Drive	7680 Tranmere Road
6141 Vipond Drive	6201 Vipond Drive
6300 Viscount Road	6330 Viscount Road
6358 Viscount Road	6470 Viscount Road
6480 Viscount Road	6486 Viscount Road
6490 Viscount Road	6500 Viscount Road

SCHEDULE 'B' TO BY-LAW 213.93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

RODENHIZER, H.

525 Abilene Drive	6205 Airport Road
6299 Airport Road	6303 Airport Road
6470-6500 Airport Road	6655 Airport Road
6715 Airport Road	6725 Airport Road
6767 Airport Road	3070 American Drive
3090 American Drive	3100 American Drive
2360 Argentinian Road	5900 Avebury Road
5600 Concross Court	5850 Chedworth Way
5875 Chedworth Way	1180-1200 Courtneypark Drive
1401 Courtney Park Drive	1411 Courtney Park Drive
6115 Danville Road	6155 Danville Road
5880 Falbourne Street	5770 Hurontario Street
5600 Keaton Crescent	5675 Keaton Crescent
5700 Keaton Crescent	800 Keaton Crescent
135 Kennedy Road	80 Matheson Boulevard East
01 Matheson Boulevard East	15 Matheson Boulevard West
25 Matheson Boulevard West	35 Matheson Boulevard West
55 Matheson Boulevard West	55 Matheson Boulevard West
65 McLaughlin Road	75 McLaughlin Road
85 McLaughlin Road	65 McLaughlin Road
1200 Meyerside Drive	1305 Meyerside Drive
1329 Meyerside Drive	1401 Meyerside Drive
20 Milverton Drive	25 Milverton Drive
6415-6499 Northam Drive	6503 Northam Drive
6520 Northam Drive	6320 Northwest Drive
6350 Northwest Drive	6390 Northwest Drive
6291 Ordan Drive	6605 Ordan Drive
6615 Ordan Drive	6625 Ordan Drive
7075 Ordan Drive	075-A Ordan Drive
030 Orlando Drive	135 Orlando Drive
160 Orlando Drive	170 Orlando Drive
3182 Orlando Drive	3190 Orlando Drive
3198 Orlando Drive	3206 Orlando Drive
3220 Orlando Drive	3325 Orlando Drive
6335-6385 Shawson Drive	7680 Tranmere Road
6141 Vipond Drive	6201 Vipond Drive
6300 Viscount Road	6330 Viscount Road
6358 Viscount Road	6470 Viscount Road
6480 Viscount Road	6486 Viscount Road
6490 Viscount Road	6500 Viscount Road

SASITHARAN, Manicavasa

2155 Burnhamthorpe Road West	2177 Burnhamthorpe Road West
2199 Burnhamthorpe Road West	

SCANZANO, Darin

2091 Hurontario Street

SIMPSON, James

4020 Brandon Gate Drive	7707 Darcel Avenue
-------------------------	--------------------

SHMUIR, Roger

5100 Erin Mills Parkway (Erin Mills Town Centre)

STANSBURY, Ron

5100 Erin Mills Parkway

SCHEDULE 'B' TO BY-LAW 213-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
 TRAFFIC BY-LAW 444-79 (as amended)
 FIRE ROUTE BY-LAW 1036-81 (as amended)

STRAZZERI, S.

525 Abilene Drive	6299 Airport Road
6303 Airport Road	6470 - 6500 Airport Road
6555 Airport Road	6715 Airport Road
6725 Airport Road	6767 Airport Road
3070 American Drive	3090 American Drive
3100 American Drive	2360 Argentinian Road
5900 Avebury Road	5850 Chedworth Way
5875 Chedworth Way	5600 Concross Court
1180 - 1200 Courtney Park Drive	1401 Courtney Park Drive
1411 Courtney Park Drive	6115 Danville Road
6155 Danville Road	5880 Falbourne Street
5770 Hurontario Street	5600 Keaton Crescent
5675 Keaton Crescent	5700 Keaton Crescent
5800 Keaton Crescent	6135 Kennedy Road
280 Matheson Boulevard East	301 Matheson Boulevard East
115 Matheson Boulevard West	125 Matheson Boulevard West
135 Matheson Boulevard West	155 Matheson Boulevard West
255 Matheson Boulevard West	5665 McLaughlin Road
5675 McLaughlin Road	5685 McLaughlin Road
5865 McLaughlin Road	1401 Meyerside Drive
1200 Meyerside Drive	1305 Meyerside Drive
1329 Meyerside Drive	20 Milverton Drive
25 Milverton Drive	6415 - 6499 Northam Drive
6503 Northam Drive (Northam Mall)	6520 Northam Drive
6320 Northwest Drive	6390 Northwest Drive
3160 - 3220 Orlando Drive	6605 Ordan Drive
6615 Ordan Drive	6625 Ordan Drive
3030 Orlando Drive	3135 Orlando Drive
3160 Orlando Drive	3170 Orlando Drive
3182 Orlando Drive	3190 Orlando Drive
3198 Orlando Drive	3206 Orlando Drive
3220 Orlando Drive	3325 Orlando Drive
6350 Northwest Drive	6291 Ordan Drive
7075 Ordan Drive	7075-A Ordan Drive
1240-1250 Ormont Drive	6335 - 6385 Shawson Drive
7680 Tranmere Road	6141 Vipond Drive
6201 Vipond Drive	6300 Viscount Road
6330 - 6358 Viscount Road	6470 Viscount Road
6480 Viscount Road	6486 Viscount Road
6490 Viscount Road	6500 Viscount Road

SCHEDULE 'B' TO BY-LAW 213-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

TREMBLAY, Claude

525 Abilene Drive	6205 Airport Road
6299 Airport Road	6303 Airport Road
6470-6500 Airport Road	6655 Airport Road
6715 Airport Road	6725 Airport Road
6767 Airport Road	3070 American Drive
3090 American Drive	3100 American Drive
2360 Argentic Road	5900 Avebury Road
5600 Concross Court	5850 Chedworth Way
5875 Chedworth Way	1180-1200 Courtney Park Drive
1401 Courtney Park Drive	1411 Courtney Park Drive
6115 Danville Road	6155 Danville Road
5880 Falbourne Street	5770 Hurontario Street
5600 Keaton Crescent	5675 Keaton Crescent
5700 Keaton Crescent	800 Keaton Crescent
135 Kennedy Road	80 Matheson Boulevard East
01 Matheson Boulevard East	15 Matheson Boulevard West
25 Matheson Boulevard West	35 Matheson Boulevard West
55 Matheson Boulevard West	55 Matheson Boulevard West
65 McLaughlin Road	75 McLaughlin Road
85 McLaughlin Road	65 McLaughlin Road
1200 Meyerside Drive	1305 Meyerside Drive
1329 Meyerside Drive	1401 Meyerside Drive
20 Milverton Drive	25 Milverton Drive
6415-6499 Northam Drive	6503 Northam Drive
6520 Northam Drive	6320 Northwest Drive
6350 Northwest Drive	6390 Northwest Drive
6291 Ordan Drive	6605 Ordan Drive
6615 Ordan Drive	6625 Ordan Drive
7075 Ordan Drive	075-A Ordan Drive
030 Orlando Drive	135 Orlando Drive
160 Orlando Drive	170 Orlando Drive
3182 Orlando Drive	3190 Orlando Drive
3198 Orlando Drive	3206 Orlando Drive
3220 Orlando Drive	3325 Orlando Drive
6335-6385 Shawson Drive	7680 Tranmere Road
6141 Vipond Drive	6201 Vipond Drive
6300 Viscount Road	6330 Viscount Road
6358 Viscount Road	6470 Viscount Road
6480 Viscount Road	6486 Viscount Road
6490 Viscount Road	6500 Viscount Road

WETZSTEIN, VALENTIN

3650 KANEFF CRESCENT



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **314-93**

**A By-law to amend By-law 142-89
as amended, a by-law for licensing,
regulating and governing owners and
drivers of taxicabs and other vehicles
used for hire and taxicab brokers**

WHEREAS the Council of the Corporation of the City of Mississauga hereby enacts as follows:

- 1. Section 15 of By-law 142-89, as amended, is hereby repealed and the following is substituted therefore:**

Time for Renewal

- (15) (1) Every application for renewal of an owner's licence shall be delivered in accordance with the requirements of section 14(3) to the licensing section before the expiry date of the licence as set out in section 16;**
- (2) When an application for renewal of a driver's licence is delivered to the licensing section within 6 months after the expiration date of the licence, the licensing section shall process the application as a renewal;**
- (3) When an application for renewal of a driver's licence is delivered to the licensing section any time after 6 months from the expiry date of the licence but prior to one year from the expiry date of the licence, the applicant shall provide the licensing section along with his application for renewal:**
 - (a) a then current driving record certificate issued by the Ontario Ministry of Transportation; and**
 - (b) a then current certificate of criminal conviction data search as issued by the Peel Regional Police Department;**

- (4) When an application for renewal of a driver's licence is delivered to the licensing section any time after one year after the expiry date of the licence, the applicant shall complete an application as a new applicant.

ENACTED and PASSED THIS 14th day of July 1993.

RECEIVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
<u>DHE</u>			
Date	93	06	23

[Signature]
Mayor

[Signature]
Clerk

ID244/p19



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 315-93

A By-law to amend By-law number 142-89, as amended, a By-law for Licensing, Regulating and Governing Owners and Drivers of Cabs and other Vehicles Used for Hire and Taxicab Brokers.

NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. Section 53 of By-law 142-89, as amended is amended by adding the following thereto:

(14) operate a vehicle where any windows have any type of tinting, coloured spray or other reflective material that is not standard to the vehicle when sold new or equivalent, and that substantially obscures the interior of the motor vehicle when viewed from the outside or, that reduces the visibility of the driver, passenger or passengers.

2. Section 59 of By-law 142-89, as amended is further amended by adding the following thereto:

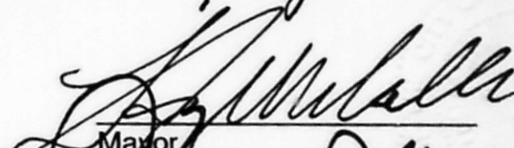
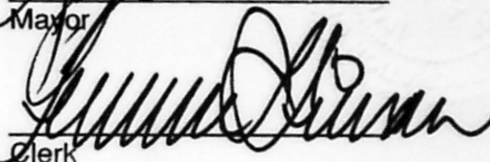
(7) permit any type of window tinting, coloured spray or other reflective material to be added to the vehicle which substantially obscures the interior of the motor vehicle when viewed from the outside or, that reduces the visibility of the driver, passenger or passengers.

3. Section 54 of By-law 142-89, as amended is hereby repealed and the following section 54 is substituted therefor:

54. The provisions of section 52, subsection 53(1), (2), (4), (10), (14) and subsection 59(7) do not apply to the driver or owner of a livery cab.

ENACTED AND PASSED this 14th day July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
Date	93	06	23


Mayor

Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 316-93

A By-law to authorize the execution of a contract for the supply of an Employee Time and Attendance System with Kronos Computerized Time Systems Inc.

WHEREAS the Council of The Corporation of the City of Mississauga desires to enter into a contract for the supply of an Employee Time and Attendance System with Kronos Computerized Time Systems Inc.;

NOW THEREFORE the Council of the Corporation of the City of Mississauga ENACTS as follows:

1. That the Mayor and the Clerk are hereby authorized to execute the contract with Kronos Computerized Time Systems Inc. with respect to the supply of an Employee Time and Attendance System with an upset limit of \$200,035.50;
2. That the contract documents for the supply of an Employee Time and Attendance System be executed by the Mayor and the Clerk and the Corporate Seal be affixed thereto following approval of the contract by the Office of the City Solicitor;

ENACTED and PASSED this 14th day of July, 1993

THE CORPORATION OF THE CITY OF
MISSISSAUGA



[Signature]
Mayor

[Signature]
Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **317-93**

Being a by-law to amend By-law 557-78,
as amended being the Election Sign By-law.

WHEREAS Section 210, paragraph 146 of the Municipal Act, R.S.O. 1990. c.M.45 authorizes a municipality to enact a by-law regulating signs, including ordering the compliance or removal of the signs and authorizing the municipality to remove the signs and charge a fee for such service;

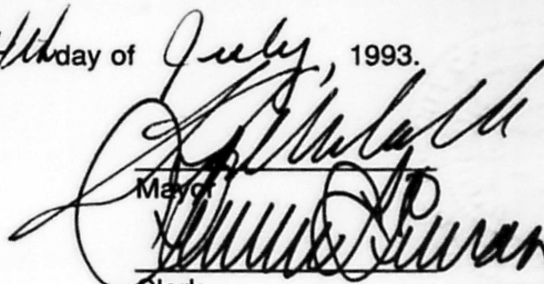
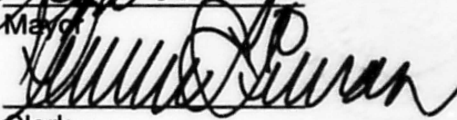
AND WHEREAS the Council of the City of Mississauga has deemed it desirable to amend its Election Sign By-law, being By-law 557-78, as amended;

NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. By-law 557-78, as amended is further amended by deleting therefrom the definition of "Chief Building Official" found in subsection 1(b).
2. By-law 557-78, as amended is further amended by deleting the reference in subsection 2(h) to "Chief Building Official" and substituting therefor "Commissioner of Corporate Services:..
3. By-law 557-78, as amended is further amended by deleting Section 7 thereto and substituting the following:
 - 7(1) Where an election sign has been affixed, erected or otherwise displayed in contravention of any of the provisions of this By-law the Commissioner of Corporate Services or his or her designate may:
 - (a) notify the owner or agent of the owner of the sign to:
 - (i) repair the sign;
 - (ii) make it comply with the provisions of this By-law; or
 - (iii) pull down or remove the sign; or
 - (b) pull down or remove such sign and charge the owner or agent of the owner of the sign a fee of fifty (50) dollars for the removal of the sign.
 - (2) A notice served under this section may be served personally or by registered mail.

ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA
M7B
Date 93 06 23


Mayor

Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **318-93**

Being a by-law to amend By-law 38-88,
as amended being the Sign By-law.

WHEREAS Section 210, paragraph 146 of the Municipal Act, R.S.O. 1990. c.M.45 authorizes a municipality to enact a by-law regulating signs, including ordering the compliance or removal of the signs and authorizing the municipality to remove the signs and charge a fee for such service;

AND WHEREAS the Council of the City of Mississauga has deemed it desirable to amend its Sign By-law, being By-law 38-88, as amended;

AND WHEREAS it is necessary to attend to minor housekeeping matters with respect to the names of the various departments,

NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. By-law 38-88, as amended is further amended by deleting Section 3 and substituting therefor the following:
 3. The Commissioner of Planning and Building and the Commissioner of Corporate Services or their designates shall be responsible for the administration and enforcement of this By-law.
2. By-law 38-88, as amended is further amended by deleting the reference in subsection 5a(a) to "Public Works Department" and substituting therefor "Planning and Building Department".
3. By-law 38-88, as amended is further amended by deleting the reference in subsections 7a(a) and 7a(b) to "the Commissioner of Public Works" and substituting therefor "the Commissioner of Planning and Building".
4. By-law 38-88, as amended is further amended by deleting the reference in Section 7 to "Chief Official" and substituting therefor "Commissioner of Planning and Building".
5. By-law 38-88, as amended is further amended by amending Section 9 thereof by adding to the beginning of the section the words "The owner or the lessee or the agent of the owner or lessee of the sign or advertising device or the permit holder of the sign or advertising device".
6. By-law 38-88, as amended is further amended by deleting Section 11 and substituting therefor the following:

(11) (1) Where any sign or advertising device is in a dangerous condition or does not comply with the provisions of this By-law the Commissioner of Planning and Building or the Commissioner of Corporate Services or their designates may:

- (a) notify the owner, lessee or agent of the owner or lessee of the sign or advertising device, the permit holder or the owner, lessee or agent of the owner or lessee of the lands or premises upon which the sign or advertising device is located to:
 - (i) repair the sign or advertising device,
 - (ii) make it comply with the provisions of this By-law, or
 - (iii) pull down or remove the sign or advertising device;
- (b) have such sign or advertising device repaired and charge the cost thereof to the owner, lessee or agent of the owner or lessee of the sign or advertising device, the permit holder or the owner, lessee or agent of the owner or lessee of the lands or premises upon which the sign or advertising device is located, or
- (c) pull down or remove and charge the owner, lessee or agent of the owner or lessee of the sign or advertising device, the permit holder or the owner, lessee or agent of the owner or lessee of the lands or premises upon which the sign or advertising device is located a fee of fifty dollars for the removal.

(2) A notice served under this section may be served personally or by registered mail.

7. By-law 38-88, as amended is further amended by deleting therefrom Section 12 and Section 17(a).

8. By-law 38-88, as amended is further amending by deleting therefrom Section 17a and substituting therefor the following:

17a Where a banner sign has been pulled down or removed pursuant to Section 11 the deposit held by the City shall;

- (a) be returned in full where the owner or lessee of the banner or permit holder pulled down or removed the banner; or
- (b) be returned in part where the banner was not removed or pulled down by the owner or lessee of the banner or permit holder.

9. By-law 38-88, as amended is further amended by deleting the reference to "Commissioner of Engineer and Works" in subsection 1(f) to Schedule "B" and substituting therefor "Commissioner of Planning and Building".

ENACTED AND PASSED this *14th* day of *July*, 1993.

APPROVE AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	06	23

[Signature]
Mayor

[Signature]
Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 319-93

By-Law to authorize the execution
of an Agreement as a condition of approval
by the Land Division Committee of
The Regional Municipality of Peel

WHEREAS Kee Group Inc. is the registered owner of lands described as Part of Lot 18, Concession 2, North of Dundas Street and as such made application to the Land Division Committee for the Regional Municipality of Peel for consent to sever the said lands under file reference B-24-28-93;

AND WHEREAS the Land Division Committee granted consent to sever the lands upon certain conditions, one of which requires the owner to enter into an agreement with the City to be registered on title to the said lands to address the concerns of the Transportation and Works Department with respect to among other matters noise and noise abatement features;

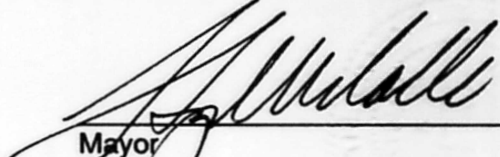
AND WHEREAS the owner has entered into such an agreement;

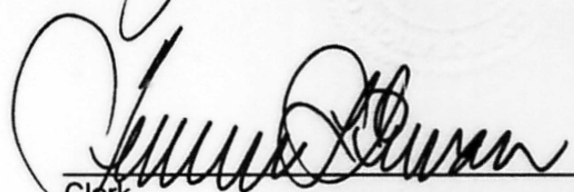
NOW THEREFORE the Council of the Corporation of the City of Mississauga enacts as follows:

1. That the Agreement between Kee Group Inc. and The Corporation of the City of Mississauga be executed on behalf of The Corporation of the City of Mississauga by the Mayor and Clerk and the Corporate Seal be affixed thereto.

ENACTED AND PASSED this 14th day of July, 1993

Approved City Solicitor Mississauga
<u>MTB</u>
DATE <u>7</u> / <u>3</u> / <u>93</u>


Mayor


Clerk

THIS AGREEMENT made this day of , 1993,

B E T W E E N:

KEE GROUP INC.
(hereinafter collectively referred to as the "Applicant")

- AND -

THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter referred to as the "City")

WHEREAS the Applicant is the registered owner of those lands described in Schedule "A" annexed hereto and have made application to the Land Division Committee for the Region of Peel for consent to sever the said lands under file reference **"B" 24 to 28/93-M-inclusive.**

NOW THEREFORE in consideration of the Premises, other good and valuable consideration, and the granting of Consent to the Applicant by the Land Division Committee, the Parties agree as follows:

1.0 The Applicant shall advise all prospective purchasers of the Lands and include in any agreement of purchase and sale the following warning clauses:

- (a) Dwellings to be constructed on Parts 1 and 38, 2 and 39, 15 and 51, and 17 and 53 - Plan 43R-19784 shall be equipped with a forced air heating system with the necessary fan and duct work to all rooms sized to accommodate the installation of a central air conditioning system at the cost and option of the purchaser/occupant.

- (b) The dwelling unit to be constructed on Parts 18 and 54 - Plan 43R-19784 must include a central air conditioning system. The forced air heating system and its ducting are to be sized to accommodate a central air conditioning unit. The air cooled condenser unit must be located with due regard to the noise created by the unit itself and its effect on the outdoor recreational activities.
- (c) **"Purchasers are advised that due to increasing road traffic on Highway No. 403, proposed Confederation Parkway, and proposed Mississauga Busway, noise levels may continue to be of concern, occasionally interfering with some activities of the dwelling occupants, as the noise exposure level may exceed the noise criteria of the Municipality and the Ministry of the Environment."**
- (d) **"Purchasers are further advised that in order to achieve an acceptable indoor living environment for the lots described in 1.0(a) of this Agreement, they may find it necessary to equip the units with a central air conditioning system. Provision has been made to the heating system to facilitate such an installation."**
- (e) **"Purchasers are also advised that the outdoor air cooled condenser unit itself can produce sufficient noise to interfere with outdoor recreational activities. Due consideration should be given to this noise factor when selecting the air cooled condenser unit location or an alternate quieter type of unit could be selected."**
- (f) **"Purchasers are advised that the future extension of Confederation Parkway will be located adjacent to the west limit of these lands including the proposed grade separation with Highway No. 403, complete with interchange loops."**

- (g) **"Purchasers are advised that the future construction of the proposed Mississauga Transitway will be located south of these lands, within the Parkway Belt Corridor."**
- (h) **"Purchasers are advised that the future construction of a proposed collector road will be located north of Highway No. 403 including interchange loops with Confederation Parkway."**
- (i) **"Purchaser of the dwelling unit to be constructed on Parts 1 and 38 - Plan 43R-19784 is advised and hereby put on notice that a noise attenuation fence is located inside the lot line within the said side and rear yard of this lot and that the said noise attenuation fence shall not be altered or removed. It shall be the obligation of the owner of the lot to maintain and keep in repair that portion of the noise attenuation fence and berm situated on the lot."**
- (j) **"Purchaser of the dwelling unit to be constructed on Parts 2 and 39 - Plan 43R-19784 is advised and hereby put on notice that a noise attenuation fence may, at some time in the future, be constructed and located inside the lot line within the said side and/or rear yard of this lot and that the said noise attenuation fence, if constructed, shall not be altered or removed. It shall be the obligation of the owner of the lot to maintain and keep in repair that portion of the noise attenuation fence and berm situated on the lot."**
- (k) **"Whereas despite the best efforts of the Dufferin-Peel Roman Catholic Separate School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated at temporary facilities and/or bussed to a school outside of the area and further, that students may later be transferred to the neighbourhood school."**

(l) "Whereas despite the efforts of the Peel Board of Education sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area according to the Board's Transportation Policy. You are advised to contact the Planning and Resource Department of the Peel Board of Education to determine the exact schools."

(m) "Purchasers are advised that door to door postal service will not be available. The location of the community postal delivery boxes, serving this development, will be determined at a later date."

1.1 Prior to the issuance of building permits for Parts 1 and 38, 2 and 39, 15 and 51, 17 and 53, and 18 and 54 - Plan 43R-19784, the builder's plans with respect to the Units requiring noise control measures shall be certified by an Acoustical Consultant as being in conformance with the recommendations of Noise Report W85-246 (Rev. #3) prepared by S.S. Wilson and Associates.

1.2 Prior to their final inspection and release for occupancy, dwellings constructed on Parts 1 and 38, 2 and 39, 15 and 51, 17 and 53, and 18 and 54 - Plan 43R-19784 shall be certified by an Acoustical Consultant as being in compliance with the recommendations of the aforesaid Noise Report.

1.3 The applicant, to create these lots, has posted with the City a Letter of Credit in the total amount of _____ of which \$6,820.00 has been assigned to secure the construction of a noise attenuation fence and return, adjacent to Huntington Ridge Drive, within the lot described as Parts 1 and 38 - Plan 43R-19784. In the event that the Applicant, its successors or assigns shall fail to install the noise attenuation fence then the City may, at its sole option and discretion, draw on the Letter of Credit to construct the fence and shall look to the Applicant, its successors or assigns for any

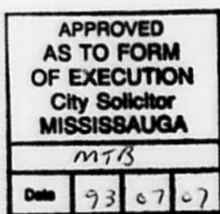
deficiency in the cost of construction. A cash payment in the amount of \$5,520.00 has been made by the applicant to the City for the possible future installation of a noise attenuation fence and return, if required, to be constructed within the lot described as Parts 2 and 39 - Plan 43R-19784.

- 1.4 The applicant, its successors or assigns, shall be responsible for the construction of the noise attenuation fence and return, adjacent to Huntington Ridge Drive, on the lot described as Parts 1 and 38 - Plan 43R-19784. The construction of the fence and return shall be completed prior to occupancy of the dwelling unit to be constructed on said lot.
- 1.5 In the event that Confederation Parkway is constructed prior to the development of Plan of Subdivision 21T-84001A and the triangular-shaped block of land, which forms part of Plan of Subdivision 21T-86088M, located west of Parts 2 and 39 - Plan 43R-19784, a noise attenuation fence and return will be installed within the lot described as Parts 2 and 39 - Plan 43R-19784. In the event that Plan of Subdivision 21T-84001A is developed prior to the construction of Confederation Parkway and Confederation Parkway is constructed prior to the development of the triangular-shaped block of land, which forms part of Plan of Subdivision 21T-86088M, located west of Parts 2 and 39 - Plan 43R-19784, a noise attenuation fence will be installed within the lot described as Parts 2 and 39 - Plan 43R-19784. Should Plan of Subdivision 21T-86088M be registered and the triangular-shaped block of land be developed and Confederation Parkway constructed, the noise attenuation fence shall not be installed within the lot described as Parts 2 and 39 - 43R-19784 and the cash payment made to the City shall be returned to the applicant. In the event the triangular-shaped parcel of land, having frontage and access onto Huntington Ridge Drive, is developed by way of an application for consent prior to construction of Confederation Parkway, the cash payment made to the City shall be returned to the applicant.

- 1.6 Item 1.5 of this Agreement outlines circumstances under which the noise attenuation fence will be constructed. Item 1.3 advises that money for this work, if required, has been posted with the City. It is understood that if this security, paid to the City, is to be returned to the Applicant or other person(s) as directed by the Applicant, then the City at that time will use its best efforts to locate the Applicant or other person(s) to whom the security is to be returned. However, in the event the City cannot locate the Applicant or the person(s) to whom the security is to be returned within a time frame of two years of the City's first attempt to locate the Applicant or the person(s) to whom the security is to be returned then the security shall be construed to be forfeited to the City.
- 1.7 Item 1.5 of this Agreement outlines circumstances under which the noise attenuation fence will be constructed. Item 1.3 advises that money for this work, if required, has been posted with the City. If at some further date it is determined that the fence is required, the City will arrange for the work using the securities provided in Item 1.3. The City shall notify the Owner of this lot prior to any work being undertaken.
- 2.0 This Agreement shall be registered against title to the lands described in Schedule "A", pursuant to Sections 52(2) and 50(6) of the Planning Act, R.S.O. 1990 chapter P.13, as amended.
- 3.0 The terms of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the individual parties hereto have hereunto set their hands and seals, and the corporate parties hereto have hereunto affixed their corporate seals attested by the hands of their proper signing officers in that behalf duly authorized as of the date first above written.

KEE GROUP INC.



per: Marvin Goodman
Name: Marvin Goodman
Title: Authorized Signing Officer

I have the authority to bind the Corporation

MISSISSAUGA

THE CORPORATION OF THE CITY OF

AUTHORIZED BY-LAW NO.

319-93

PASSED ON

July 14, 1993

Per: [Signature]
MAYOR
Per: [Signature]
CLERK

SCHEDULE "A"

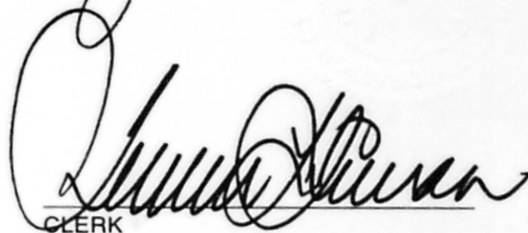
ALL AND SINGULAR, those certain parcels or tracts of land situate, lying and being in the City of Mississauga, Regional Municipality of Peel, being composed of Part of Lot 18, Concession 2, North of Dundas Street, more particularly described as Parts 1, 2, 15, 17, 18, 38, 39, 51, 53, and 54, on a Plan of Survey, Land Titles Division of Peel (43) as Plan 43R-19784.

System at the bid amount of \$827,500, be executed by the Mayor and Clerk and the
Corporate Seal affixed thereto.

ENACTED and PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
			
Date	93	07	12


MAYOR


CLERK

The City undertakes to make such payment for each day of normal working days of the

from the Worker's Compensation Board of even date.

3. **QUALITY CONTROL**

The City shall be entitled to inspect the digital mapping files and documentation for compliance with the Request for Proposal (Appendix A) and the Teranet Digital Cadastral Mapping Standards and shall, during normal working hours have access to the Contractor's premises for so doing and for inspection of files and quality control if required.

CITY
City of Mississauga,
Corporate Services Department,
Information Technology Division,
300 City Centre Drive, 3rd Floor,
Mississauga, Ontario.
L5B 3C1

Attention: Mr. J. Cesario, LRIS Applications Specialist

CONTRACTOR
David B. Searles Surveying Limited,
4284 Village Centre Court,
Mississauga, Ontario.
L4Z 1S2

Attention: Mr. D. Searles, O.L.S.

10. BINDING EFFECT

This AGREEMENT shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors, and may not be assigned by either without the consent of the other, which consent may be unreasonably withheld.

11. DEFAULT

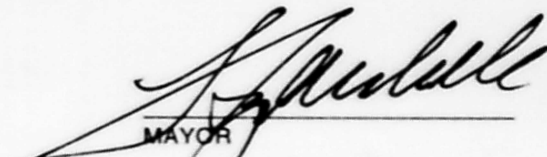
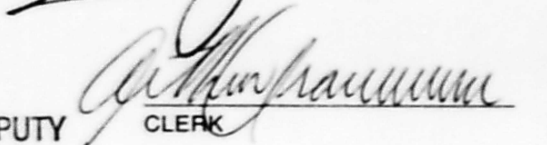
In the event that the Contractor is in default of any provision of this AGREEMENT, no payment to which it would be otherwise entitled, shall be due and payable to it so long as the default shall continue. Further, should the Contractor not rectify such default within 30 days of notice being given of such default, in accordance with this AGREEMENT, the City may cancel the AGREEMENT with no further notice to the Contractor.

12. ENTIRE AGREEMENT

The entire AGREEMENT between the City and the Contractor is expressed herein and in the schedules attached as Schedules 'A' and 'B' and no variation of its terms shall be valid unless expressed in writing and properly executed on behalf of both parties.

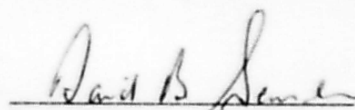
IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first above written, and the Parties hereto have hereunto affixed their Corporate Seals by the hands of their proper officers duly authorized in that behalf.

THE CORPORATION OF
CITY OF MISSISSAUGA


MAYOR

DEPUTY CLERK

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
Date	03/08/04

DAVID B. SEARLES SURVEYING
LIMITED


David B. Searles, O.L.S.

Document Executed Authorized by City of Mississauga
By-Law No. 320-23

Should any of the material supplied to the City not meet the said standards in any way, for any reason whatsoever, the City may return the materials to the Contractor and the Contractor shall bring the materials up to the said standards. Should the Contractor not provide material in accordance with the above-mentioned standards and the Request for Proposal within 30 days, the City may cancel the AGREEMENT with no further notice to the Contractor.

The City may withhold payment for the materials not in accordance with the above mentioned standards and the Request for Proposal until they are redelivered and acceptable to the City.

4. **OWNERSHIP OF MATERIAL**

It is agreed that all digital files produced by the Contractor and all other materials produced, developed and obtained by the Contractor, under this AGREEMENT, or supplied to the Contractor by the City including any copies thereof however generated or stored, shall be the sole property of the City and shall be delivered or returned to the City forthwith on demand by the City.

All written materials, working papers, reports and digital files generated by the Contractor during the performance of this AGREEMENT, or supplied by the City to the Contractor, including any copies thereof however generated or stored, shall be the sole property of the City and shall be delivered or returned to the City upon completion or other termination of this AGREEMENT.

The Contractor shall keep all digital files and other information used or generated in the performance of this AGREEMENT strictly confidential. The Contractor shall not use any such information, materials, working papers or digital files for its own use. The Contractor shall not sell, lease, license, give, assign or in any other way permit the said digital files, materials or any other information whatsoever to be used by any of its clients or customers. This clause shall survive the termination of this AGREEMENT, and be binding on the Contractor, its successors and assigns.

5. **DURATION AND TERMINATION**

Subject to Section 6, this AGREEMENT shall be in force from the signing date of this AGREEMENT and shall terminate upon delivery and acceptance of the Contractor's final product.

6. **EARLY TERMINATION**

Notwithstanding Section 5, the City reserves the right to terminate this AGREEMENT without cause prior to its expiration on a minimum of 14 days written notice to the Contractor. If the City terminates the AGREEMENT prior to its expiration, the City shall only be responsible for the payment of services satisfactorily provided by the Contractor in accordance with the applicable quality standards and in connection with the AGREEMENT up to and including the date of any such termination.

7. **PERSONNEL**

Services pursuant to this AGREEMENT shall be provided by such employees or agents of the Contractor as the Contractor deems necessary, provided that the qualifications and experience of such employees or agents meets with or exceeds the qualifications and experience of those persons set out in the Contractor's proposal attached hereto as Schedule 'B'.

8. **INDEMNIFICATION**

The Contractor agrees that it shall at all times indemnify and save harmless the City, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Contractor or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Contractor under this AGREEMENT. The Contractor shall maintain comprehensive general liability insurance acceptable to the City and naming the City as the co-insured in an amount of no less than two million dollars (\$2,000,000.) per occurrence which insurance policy shall contain a provision requiring the insurer to give the City thirty (30) days written notice in case of cancellation or other suspension of coverage. The Contractor shall furnish a certified copy of said insurance policy to the City upon execution of this AGREEMENT.

9. **NOTICES**

All notices, consents and direction which may be given under this AGREEMENT shall be in writing and delivered to or sent by prepaid mail addressed to the City or the Contractor, as the case may be at the address hereinafter set out and shall be deemed to be received on the fourth business day after being mailed, if mailed in Canada.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **322-93**

**A By-law to temporarily close Scarboro Street
at the C.N. Rail Crossing
in the City of Mississauga for a specific period of time**

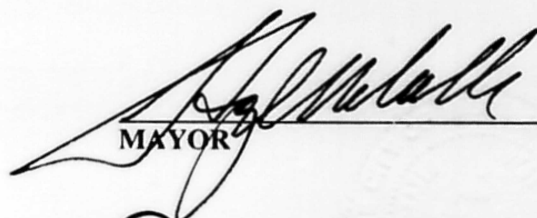
WHEREAS IT IS DEEMED NECESSARY TO TEMPORARILY CLOSE Scarboro Street for the purpose of improving the ride surface.

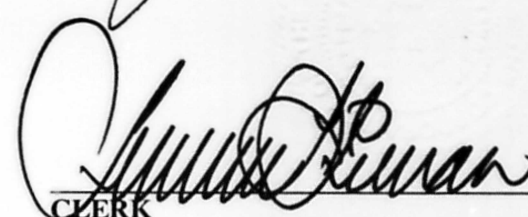
NOW THEREFORE, the Council of The Corporation of the City of Mississauga pursuant to paragraph 43 of Section 207 of Municipal Act R.S.O. 1990 Chapter M.45, as amended, enacts as follows:

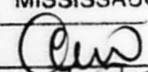
1. That Scarboro Street at the C.N. Rail Crossing west of Airport Road is hereby closed on Tuesday, July 20, 1993 and Wednesday, July 21, 1993 from 7:00 a.m. until 6:00 p.m. both days for the purpose of improving the ride surface.

ENACTED AND PASSED THIS 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MIB	
Date	93 07 11


MAYOR


CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
	
DATE	5 7 93



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **323-93**

**A By-Law to authorize execution of a contract for the
COOKSVILLE CREEK EROSION CONTROL WORKS PHASE I
RATHBURN ROAD TO PEDESTRIAN BRIDGE**

WHEREAS the Council of The Corporation of the City of Mississauga desires to award the contract for FILE REFERENCE 17 111 91120 and 17 111 89149 to Sora Excavating & Grading Company Limited in the amount of **THREE HUNDRED AND NINETY-EIGHT THOUSAND, TWO HUNDRED AND EIGHTY-SIX DOLLARS AND TEN CENTS (\$398,286.10).**

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

That the contract between The Corporation of the City of Mississauga and Sora Excavating & Grading Company Limited, in the amount of **THREE HUNDRED AND NINETY-EIGHT THOUSAND, TWO HUNDRED AND EIGHTY-SIX DOLLARS AND TEN CENTS (\$398,286.10)** be executed by the Mayor and Clerk and the Corporate Seal affixed thereto following approval of the contract by the Office of the City Solicitor.

ENACTED AND PASSED this *14th* day of *July* 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
<i>M.C.</i>	
Date	<i>93 07 11</i>

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
<i>[Signature]</i>	
DATE	<i>23 6 93</i>

[Signature]
MAYOR

[Signature]
CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **324-93**

A By-Law to authorize execution of a contract
for the RECONSTRUCTION OF FOURTH STREET

WHEREAS the Council of The Corporation of the City of Mississauga desires to award the contract for FILE REFERENCE 17 111 93103 to Ferma Construction Company Inc. in the amount of NINE HUNDRED AND NINETY-EIGHT THOUSAND, AND FIFTY-SEVEN DOLLARS AND THIRTY-SEVEN CENTS (\$998,057.37);

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

That the contract between The Corporation of the City of Mississauga and Ferma Construction Company Inc. in the amount of NINE HUNDRED AND NINETY-EIGHT THOUSAND, AND FIFTY-SEVEN DOLLARS AND THIRTY-SEVEN CENTS (\$998,057.37) be executed by the Mayor and Clerk and the Corporate Seal affixed thereto following approval of the contract by the Office of the City Solicitor.

ENACTED AND PASSED this *14th* day of *July*, 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
<i>MTA</i>	
Date	93 07 11

[Signature]
MAYOR

[Signature]
CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
<i>[Signature]</i>	
DATE	5 7 93.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **225-93**

A by-law to re-allocate \$75,000 to the unallocated balance of the Capital Reserve Fund, from the project for the reconstruction of Joymar Drive from Joycelyn Drive to Britannia Road (P.N. 93-111).

WHEREAS By-Law No. 491-80, passed on the 23rd day of June, 1980, established a Capital Reserve Fund whereby money, allocated by Council from current revenues and capital cash receipts not required for the retirement of debenture debts as prescribed by Section 163 of the Municipal Act, R.S.O. 1990, Chapter M.45, as amended, is set aside in trust to provide funds from time to time at the discretion of City Council for the purposes therein described; and

WHEREAS City Council allocated specifically by by-law \$561,000 for the reconstruction of Joymar Drive from Joycelyn Drive to Britannia Road (P.N. 93-111); and

WHEREAS the aforementioned project has been allocated sums of money in excess of its financial requirements; and

WHEREAS in accordance with Council Resolution -93 adopted by the Council of The Corporation of the City of Mississauga at its meeting on the 14th day of July, 1993, Council now desires to re-allocate \$75,000 of the aforementioned allocated reserves back to the Unallocated Balances of the Capital Reserve Fund;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

- (1) That the sum of \$75,000 for the reconstruction of Joymar Drive from Joycelyn Drive to Britannia Road (P.N. 93-111), be re-allocated to the unallocated balance of the Capital Reserve Fund.

ENACTED AND PASSED this 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
<i>meul</i>	
Date	90 07 13

[Signature]
MAYOR

[Signature]
CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **326-93**

**A By-Law to authorize execution of a contract for the
RECONSTRUCTION OF JOYMAR DRIVE
FROM JOYCELYN DRIVE TO BRITANNIA ROAD**

WHEREAS the Council of The Corporation of the City of Mississauga desires to award the contract for FILE REFERENCE 17 111 93111 to Gerry Macera Contracting Limited in the amount of SEVEN HUNDRED AND EIGHTY-FIVE THOUSAND, THREE HUNDRED AND FIFTY-THREE DOLLARS AND TWENTY-FIVE CENTS (\$785,353.25).

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

That the contract between The Corporation of the City of Mississauga and Gerry Macera Contracting Limited, in the amount of SEVEN HUNDRED AND EIGHTY-FIVE THOUSAND, THREE HUNDRED AND FIFTY-THREE DOLLARS AND TWENTY-FIVE CENTS (\$785,353.25) be executed by the Mayor and Clerk and the Corporate Seal affixed thereto following approval of the contract by the Office of the City Solicitor.

ENACTED AND PASSED this *14th* day of *July* 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MIB	
Date	93 07 11

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
<i>[Signature]</i>	
DATE	22 6 93

[Signature]
MAYOR

[Signature]
CLERK

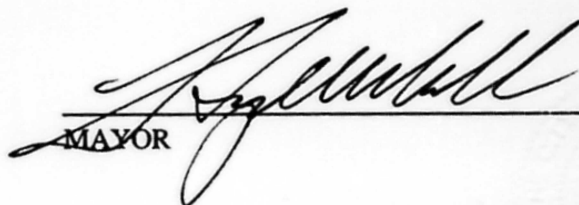
AND WHEREAS The Corporation of the City of Mississauga wishes to execute the Construction Agreement as submitted;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Construction Agreement dated the 22nd day of June, 1993 submitted by Ontario Hydro and any further documents required under the provisions of the Agreement be signed by the Mayor and Clerk and the Corporate Seal be affixed thereto.

ENACTED and PASSED this *14th* day of *July*, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MTB	
Date	93 07 13


MAYOR


CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 328-93

**A by-law to authorize execution of an agreement
for the
DEVELOPMENT AND IMPLEMENTATION OF AN EMPLOYER-BASED
AREA-WIDE RIDESHARING DEMONSTRATION PROJECT**

WHEREAS the Council of The Corporation of the City of Mississauga desires to retain the services of IBI GROUP in association with SCHMIED COMMUNICATIONS for the development and implementation of an Employer-Based Area-Wide Ridesharing Demonstration Project at an estimated cost of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

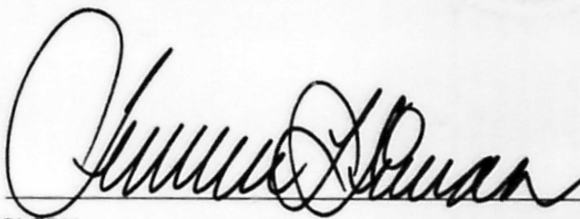
NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS as follows:

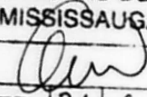
1. THAT an agreement between The Corporation of the City of Mississauga and IBI GROUP in association with SCHMIED COMMUNICATIONS, at an estimated cost of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) be executed by the Mayor and Clerk and the Corporate seal be affixed thereto following approval of the agreement by the Office of the City Solicitor.

ENACTED AND PASSED this 14th day of July 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MTB	
Date	93 07 11


MAYOR


CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
	
DATE	21 6 93

MEMORANDUM OF INSURANCE**Alexander
& Alexander**Reed Stenhouse**Reed Stenhouse Limited
20 Bay Street
Toronto, Ontario M5J 2N9
Tel. (416) 868-5500
Fax (416) 868-5580**

To: CITY OF MISSISSAUGA
300 City Centre Drive
Mississauga, Ontario
L5B 3C1

Re: Project #9998 - Consulting Services

INSURANCE AS DESCRIBED HEREIN HAS BEEN ARRANGED ON BEHALF OF THE INSURED NAMED HEREIN UNDER THE FOLLOWING POLICY(IES); AND MORE FULLY DESCRIBED IN SAID POLICY(IES) AND ANY ENDORSEMENTS ATTACHED THERETO.

INSURED: **IBI GROUP**
230 Richmond Street West
5th Floor
Toronto, Ontario M5V 1V6

COVERAGE	POLICY NO.	EFFECTIVE/EXPIRATION	LIMITS OF LIABILITY
Commercial General Liability (including Non-Owned Automobile Liability)	7204986	FEB.1/ 93- FEB.1/ 94	\$1,000,000. INCLUSIVE, Bodily Injury and Property Damage \$1,000,000. AGGREGATE, with respect to Products and Completed Operations

Sun Alliance Insurance Company

Additional Insured: Only with respect to the above and arising out of the Named Insureds operations is the following name added to the policy as an Additional Insured. The policy limits are not increased by the addition of such Additional Insured beyond those stated in the Memorandum.

City of Mississauga

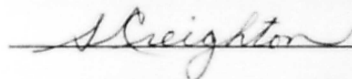
Additional Coverage:

60 days notice of cancellation to the certificate holder

THIS MEMORANDUM CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED ONLY TO THE ADDRESSEE. OTHER PERSONS RELYING ON THIS MEMORANDUM DO SO AT THEIR OWN RISK. THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE HOLDER AND IMPOSES NO LIABILITY ON THE INSURER.

REED STENHOUSE LIMITED

Date: November 23, 1993
0927B



under the aforementioned Policy on file with the Insurer, and subject to the above limits of liability and deductible.

IN WITNESS WHEREOF the Simcoe & Erie General Insurance Company through their representative, ENCON Insurance Managers Inc., duly authorized by them for this purpose, have executed and signed this Certificate of Insurance.

It is agreed that in the event that the INSURER cancels YOUR POLICY, the INSURER undertakes to give sixty (60) days written notice of such cancellation to the above noted.

ENCON INSURANCE MANAGERS INC.

PER:

A handwritten signature in dark ink, appearing to be 'L. J. [unclear]', is written over a horizontal line. The signature is stylized and cursive.

SUBSCRIPTION POLICY
No. ENG218566

SUBSCRIBING COMPANIES

SUBSCRIBING COMPANIES	PERCENT SUBSCRIBED
------------------------------	---------------------------

First C\$1,000,000.00

Simcoe & Erie General Insurance Company	70%
--	------------

GAN Canada Insurance Company Limited	5%
---	-----------

Prudential Assurance Company Limited	25%
---	------------

100%

C\$1,000,000.00 excess of C\$1,000,000.00

Simcoe & Erie General Insurance Company	100%
--	-------------

ENDORSEMENT NO. 0035

Standard Form Aella
Forming Part of YOUR
Professional Liability Insurance
Subscription POLICY

Certificate No. ENG218566

It is agreed that in the event that the INSURER cancels YOUR POLICY,
the INSURER undertakes to give sixty (60) days written notice of
such cancellation to:

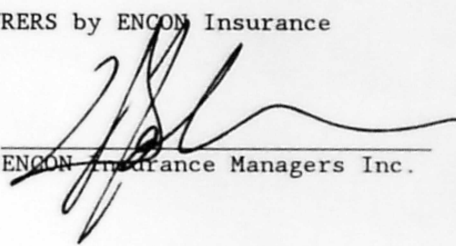
CITY OF MISSISSAUGA
300 City Centre Drive
Mississauga, Ontario L5B 3C1

Both YOU and the INSURER agree that all other terms and conditions of
YOUR POLICY remain unchanged.

Issued to IBI Group;
and all other INSUREDS under YOUR POLICY.

Effective Date: 22 November 1993
00:01 Standard Time

Executed and signed on behalf of the INSURERS by ENCON Insurance
Managers Inc., as duly authorized.



ENCON Insurance Managers Inc.

ENDORSEMENT NO. 0035

Standard Form AE11A
Forming Part of YOUR
Professional Liability Insurance
Subscription POLICY

Certificate No. ENG218566

It is agreed that in the event that the INSURER cancels YOUR POLICY,
the INSURER undertakes to give sixty (60) days written notice of
such cancellation to:

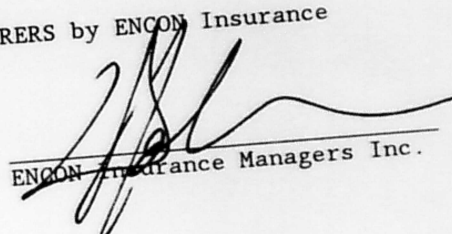
CITY OF MISSISSAUGA
300 City Centre Drive
Mississauga, Ontario L5B 3C1

Both YOU and the INSURER agree that all other terms and conditions of
YOUR POLICY remain unchanged.

Issued to IBI Group;
and all other INSUREDS under YOUR POLICY.

Effective Date: 22 November 1993
00:01 Standard Time

Executed and signed on behalf of the INSURERS by ENCON Insurance
Managers Inc., as duly authorized.


ENCON Insurance Managers Inc.

BY LAW 328-93

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 14th day
of July A.D. 1993

-BETWEEN-

THE CORPORATION OF THE CITY OF MISSISSAUGA

Hereinafter called the "Client"

THE PARTY OF THE FIRST PART

-AND-

IBI GROUP

Hereinafter called the "Consultant"

THE PARTY OF THE SECOND PART

WHEREAS the client intends to design and implement an employer-
based area-wide ridesharing demonstration project in Mississauga.

hereinafter called the "Project" and has requested the Consultant to furnish professional services
in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained
herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the "Services".

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Consultant shall use current state-of-the-art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a record of the hours worked by and salary payroll categories of his staff employed for the Project.
- (b) The Client may inspect and audit the relevant books, payrolls, accounts and records of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2.1 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Consultant, his employees, officers or agents in the performance of this Agreement.

1.11 Insurance

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$1 million for general liability and \$1 million for non-owned automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2 million. When requested the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have any interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1(c).

1.17 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.18 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.19 Confidential Data

The Consultant shall not divulge any confidential information communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.20 Arbitration

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1980, Chapter 25, as amended shall apply.

1.21 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The client shall give due consideration to all designs, drawings, plans specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.22 Estimates, Schedules and Staff List

1.22.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, the Consultant shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff List showing the hourly rates for Principals and staff for which the Consultant will seek payment on a time basis. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.22.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1(b).
- (c) Any change in the number, classification and hourly rates of the staff provided under Subsection 1.23.1(c).

1.22.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

Objectives

- 2.1 The consultant's Services shall achieve the following objectives:
See Attached Work Program
- 2.2 The consultant's Services shall be undertaken in association with Schmied Communications.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The client shall pay the Consultant a fee, calculated on a time basis, for that part of the Service described in Article 2. Fees on a time basis shall be based on the hourly rates in the Staff List specified in Section 1.23.1(c) and attached to this document.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

3.2.2 Computer Services

Computer services, except where a computer is used for design under the percentage fee scale or for the Consultant's normal office administration, shall be considered a reimbursable expense.

3.2.3 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, teletype and telegraph charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, approved special consultations, subsurface investigations, legal surveys, chemical and physical tests.

3.3 The total amount billed by the Consultant for this Contract will not exceed \$99,850.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective seals as attested by the hands of their respective officers duly authorized in that behalf.

Executed this 16th day of NOVEMBER, 1993

THE CORPORATION OF THE CITY OF MISSISSAUGA

Signature [Signature] Signature [Signature]

Name HAZEL McCALLION ARTHUR D. GRANNUM Name

Position MAYOR DEPUTY CLERK Position

In the presence of:

Name _____ Signature _____

IBI GROUP

Signature [Signature] Signature [Signature]

Name W.R. McDougall L.S. Sims Name

Position Director Director Position

In the presence of:

Name J. Trimarchi J. Trimarchi Signature

Document Executed
Authorized by
City of Mississauga
By-Law No. 328-93

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
Date 93 11 12		

CITY OF MISSISSAUGA

ESTABLISHMENT OF AN
EMPLOYER-BASED AREA-WIDE
RIDESHARING DEMONSTRATION
PROJECT IN MISSISSAUGA

STUDY DESIGN

OCTOBER, 1993

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Establishment of an Employer-Based Area-Wide Ridesharing Demonstration Project in Mississauga - Study Design

1. INTRODUCTION

In response to increasing levels of congestion on the road network in Mississauga and the associated environmental and social impacts, programmes to promote alternatives to the single occupancy vehicle (SOV) have been advanced by governments. One initiative that is being pursued in this regard is the establishment of a network of high occupancy vehicle (HOV) lanes in the GTA on both the freeway and the arterial road systems. The Ministry of Transportation has set up a Provincial/Municipal Liaison Committee to advise on implementation. An important complementary aspect to the implementation of an HOV network is an area-wide ridesharing program.

The alternatives to SOV automobile use that will be considered in this study are broadly grouped under the term "ridesharing" and as defined herein, it includes car/van pooling and public transit.

While ridesharing is a theoretically highly desirable option, there are significant barriers which have limited its expansion in use. These barriers include:

- the relatively low cost of auto travel;
- an urban form which encourages auto use;
- social and environmental impacts of driving which have no financial impact on drivers;
- minimal ridesharing knowledge in the population;
- the behavioral changes that ridesharing demands;
- an ample supply of free parking at suburban employment locations;
- an economic climate in which ridesharing programmes may be viewed by potential employer participants as a low priority.

While these issues are serious, their impact can be mitigated through the careful and creative design of an employer based ridesharing programme for Mississauga. Techniques within the study design which will enhance the chances of success as a result of dealing positively with these barriers include:

Establishment of an Employer-Based Area-Wide Ridesharing Demonstration Project in Mississauga - Study Design

- the level of employer participation. Soliciting support from corporate CEO's and encouraging employers to put some of their own resources into the programme will be essential to its success. Thus, the programme will not simply be a government-sponsored study, but a cooperative venture between government and employers. The corporate resources could include staff time to disseminate information at the workplace or space for an information display;
- helping to encourage employer interest and participation by proceeding in a timely manner;
- offering employers a range of options through which they can participate in the overall ridesharing programme;
- dealing with the relationship between transit and ridesharing in a complementary way;
- soliciting strong municipal support for the project from senior municipal figures such as the mayor;
- building on IBI Group's experience in identifying methods of participation in a ridesharing programme that employers find appealing.

In addition, the study must be cognizant of the current economic climate and designed to target employers who have not been severely impacted by the recession.

2. OBJECTIVES

The objectives of this study will thus be to design and establish an employer-based area-wide ridesharing demonstration in a selected area of the City of Mississauga. Within this context, the objectives will be to:

- identify, contact and solicit participation in a programme by employers;
- develop an overall test programme which will provide two or three employers with a range of methods that can be used to encourage alternatives to SOV travel at their place of work.
- the implementation, marketing and evaluation of the ridesharing programme in a one year demonstration.

3. APPROACH

The proposed approach which is outlined in this section highlights specific areas where we have identified key actions and decisions that can be made to ensure the success of the study. The actions include creative marketing, a broadly based list of participatory activities, the development of an effective relationship with employers and ongoing evaluation of the programme.

PHASE 1 - COMMUNITY IDENTIFICATION AND PROJECT DESIGN PHASE

A key Phase 1 element will be the identification of potential employer participants. The entire programme is centred on employer cooperation and therefore it is essential that steps be taken to locate and develop a relationship with employers who have a high probability of significant interest in ridesharing.

Identify Potential Employer Participants

The intention of this phase is to identify employers who are interested in participating in a ridesharing demonstration project and then to design a demonstration project in response to the requirements of the employer participants.

An initial survey will be carried out of all employers with 100+ employees in the Airport Corporate, Airport South, and Meadowvale North and South business parks. Of particular importance will be firms that have recently located in Mississauga or are planning to locate in the near future as the employees of these firms may not yet have made permanent transportation arrangements for commuting to work. The survey will include a covering letter, addressed to the Chief Executive Officer, and will be signed by the Ministers of Transportation and Environment and Energy, and the Mayor of Mississauga, explaining the objectives of the demonstration program, the potential benefits that could be derived by the employers/employees, the need for a commitment by the employer to ensure the program's success and the overall schedule of the demonstration activities. The survey will also seek specific information on the employee characteristics and the nature of the business, should the employer indicate a serious interest in participating. This information will include the broad make-up of the work force, the working hours and a breakdown of the home location of the employees by major sectors of the GTA. It will also seek to determine if there are any particular problems that are now being experienced by employees in their commute to work, ie. inability to find convenient, reasonably priced transportation, parking problems, etc.

A telephone follow-up will be carried out with all companies that receive the survey. The Ministry of Transportation staff will assist in this follow-up. Employers not responding within two weeks of their receipt of the survey will be contacted by telephone to determine their response to the survey. An analysis will be prepared of the responses

Establishment of an Employer-Based Area-Wide Ridesharing Demonstration Project in Mississauga - Study Design

to the survey and from this those employers whose responses best fit the requirements of the demonstration program will be selected for inclusion in the design of the test programme.

Design of Test Programme

Concurrent with the development of a list of employers who will participate in the ridesharing programme, the design of the test programme will be finalized. A focus group will be held with representatives of the designated employer participants, to discuss issues, requirements and format for the demonstration. The programme should encourage all alternatives to the single occupancy vehicle. This would of course include carpooling, public transit, as well as other issues that the employer may wish to address.

Employers will have differing perspectives, levels of commitment and goals for a ridesharing programme. For the programme to be successful, it should not provide the employer with only one option for participation. It must provide a flexible series of measures to meet the specific needs of the employer and employees. Thus, a series of measures that form a shopping list for the employer, which focus around a carpooling programme, will be organized. The employer, while working with this project, will then assemble the components that meet his needs. Various options for participation that may be in the shopping list can include:

- general information about carpooling can be provided on information boards and in ridesharing kits which are distributed to employees;
- a carpool matching service can be developed;
- detailed transit information can be provided to employees through information boards and the ridesharing kits;
- facilities which encourage ridesharing can be developed at the workplace. This would include such actions as preferential parking locations, some flexibility in work hours, modifications to existing daytime transit service, selling transit fare media, etc.

A marketing strategy will also be developed at this stage that will among other goals:

- provide an overall marketing theme or slogan to encompass all elements of the programme;

Establishment of an Employer-Based Area-Wide Ridesharing Demonstration Project in Mississauga - Study Design

- develop methods of applying the theme to each component in the programme;
- develop the promotional material and a promotional strategy to be used to encourage employer interest and subsequently interest in the programme by employees. Application of the promotional strategy will focus on the specific participating employers, but elements will be incorporated which stimulate both employer and employee interest throughout the City. They will be the future for the programme. In addition, elected officials and the media will be presented with the benefits of ridesharing.

PHASE 2 - TEST PROGRAM

Based on the level of interest generated in the ridesharing programme in Phase 1, a test programme will be developed and implemented. It will operate at two or three test employers in order to develop experience with the components within the programme and resolve potential difficulties. It will be important during this phase to maintain communications with those employers who indicated a strong interest in ridesharing and may be candidates for implementation of a ridesharing program in Phase 3.

Regular maintenance and evaluation of the test programme will be essential in order to maximize its effectiveness in changing travel habits and gaining operational experience. The evaluation will include:

- effectiveness of the various programme components including marketing;
- a measure of the increase in ridesharing that can be attributed to the project;
- costs of the project components to government and the employer;

If the decision is made to proceed to Phase 3, the elements that are presented to employers in the ridesharing shopping list may need to be redesigned, remarketed or adjusted in other ways to improve the effectiveness and attractiveness of the programme.

PHASE 3 - DEMONSTRATION MONITORING AND EVALUATION

Phase 3 will involve expanding the test programme to a full demonstration in a target business community.

The demonstration will still likely involve working with each individual participating employer and developing the specifics of a ridesharing programme that meets their specific needs. However, as the

Establishment of an Employer-Based Area-Wide Ridesharing Demonstration Project in Mississauga - Study Design

programme expands economies of scale will be developed in its operation. This will help to contain costs and make various elements of the programme easier to operate. Such elements include carpool matching and the creation and processing of employee surveys.

Potential marketing mediums for the demonstration which will build awareness and interest in the programme among employers, employees and the general public include:

- the City's widely read annual Transportation Newsletter which is delivered to businesses in Mississauga. This publication is distributed each summer and an article detailing the programme could be included in the 1994 issue;
- business magazines that are distributed to City employers;
- the City's display cases at the Shell Travel Centre, the Port Credit Kiosk and City Hall;
- the Mississauga Neighbours section of the Toronto Star or the Mississauga News mid-week edition which is community targeted;
- local cable station 10.

The demonstration will then operate for the remainder of the Phase 3 period. The demonstration will be regularly monitored and the programme elements fine tuned in response to their success.

The demonstration will be fully evaluated at the end of the Phase 3 period. Evaluation measures will include those used for the Phase 2 test programme. Additional measures will include an examination of:

- the nature and effectiveness of the government/employer cooperation in the programme and how the various roles could be redefined;
- the level of support that is being obtained from the community;
- the benefits that Mississauga Transit is deriving from the programme;

Establishment of an Employer-Based Area-Wide Ridesharing Demonstration Project in Mississauga - Study Design

Recommendations will then be able to be made about the expansion of the programme, how it can be efficiently run in the longer term, and its continuing relationship to Mississauga Transit services.

This demonstration will generate real experience with a cooperative government/employer ridesharing programme for Mississauga that will be unique in the GTA. This experience can in future be used to expand the programme in the same business park and/or create similar programmes in other areas of the City. This experience will be invaluable as the effects of the recession dissipate and high rates of population, employment and traffic growth return to Mississauga. In addition, new automated ride matching software is currently coming onto the market which will potentially increase the ease of impromptu ride matching.

4. SCHEDULE/ BUDGET

The proposed schedule and budget is shown in Exhibits 1 and 2. It has been designed to be completed over an 18 month timeframe. The major tasks identified in the schedule were identified in the Terms of Reference. During the study, Go/No Go decisions will be made in consultation with the study team prior to Phase 2 and Phase 3. Reports will be prepared at the completion of each of the three phases of the study.

The budget summary provides a breakdown of the study team by task, disbursements and GST. A total budget of \$99,858 is proposed. Approximately \$50,000 has been allocated to Phases 1 and 2 and \$50,000 to Phase 3. As is our normal practice, we would bill against this budget on a time and expenses basis monthly.

5. PROJECT TEAM

The proposed study team is comprised of strongly qualified professionals who have experience in ridesharing, transportation planning and marketing.

Relevant experience and proposed roles and responsibilities of key members of the study team are summarized below:

- **Rod McDougall**, Director of IBI Group, will be Project Director and assume corporate responsibility for the study. Mr. McDougall has directed most of the firm's ridesharing projects which will be relevant to this study, including the development of a ridesharing strategy for Metropolitan Toronto, the development of a strategy for a ridesharing centre for the Ministry of Transportation, an assessment of ridesharing organizations in Canada and the United States for Transport Canada, an initial and follow up study for fringe parking lots for carpools and vanpools in the Central

Establishment of an Employer-Based Area-Wide Ridesharing Demonstration Project in Mississauga - Study Design

Region of the Ontario Ministry of Transportation and various projects involving transportation system management measures;

- **Bruce Mori**, Associate of IBI Group, will conduct most of the development and planning work for the study. Mr. Mori has been involved in the development of the ridesharing strategy for Metro Toronto as well as numerous studies in Mississauga, including the Mississauga East Boundary Transit Review, FISC studies and Mississauga Ten Year Transit Service Strategy Plan;
- **Denise Gibson**, Transportation Analyst, will work closely with the rest of the study team and will be involved with employer surveys, rideshare matching and programme monitoring. Ms. Gibson has extensive experience in survey preparation and execution as well as data analysis;
- **Beatrice Schmied**, of Schmied Communications will work with the project team to develop the marketing strategies and materials for the programme. Ms. Schmied has extensive marketing and communications experience including nine years of marketing experience for Mississauga.

Other IBI Group technical and support staff will be assigned to the project as required. Resumes of the study team members are provided in Appendix A.

EXHIBIT I STUDY SCHEDULE

TASKS	1993												1994					95
	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January
STUDY DESIGN																		
Phase 1 - Community Identification and Project Design																		
• Survey Design																		
• Survey Conduct																		
• Design of Test Programme																		
Phase 2 - Test Programme																		
Phase 3 - Demonstration Monitoring and Evaluation																		
• Demonstration																		
• Evaluation and Report																		
Go/No Go Decisions																		
Project Reports																		
Project Review Meetings																		

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EXHIBIT 2 PROPOSED STUDY BUDGET

TASK	STAFF TIME ALLOCATION (hours)					FEES
	WRM	BM	DMG	BS	Total	
Study Design	5	10	---	5	25	\$2,675
PHASE 1 - COMMUNITY IDENTIFICATION AND PROJECT DESIGN						
Task 1 - Identify Potential Employer Participants	5	25	10	10	60	\$5,475
Task 2 - Initial Employer Contact	10	10	25	15	70	\$6,300
Task 3 - Design of Test Programme	20	45	20	35	140	\$13,750
PHASE 2 - IMPLEMENTATION						
Task 1 - Implementation of Test Programme	10	20	40	20	120	\$9,650
Task 2 - Evaluation of Test Programme	10	20	10	15	65	\$6,400
SUBTOTAL						\$44,250
PHASE 3 - DEMONSTRATION MONITORING AND EVALUATION						
Task 1 - Demonstration Set-up	10	25	20	25	110	\$9,400
Task 2 - Demonstration Operation	5	30	90	40	190	\$14,225
Task 3 - Demonstration Evaluation	10	15	10	10	55	\$5,450
SUBTOTAL	85	200	225	175	835	\$73,325
DISBURSEMENTS (including print materials)						\$20,000
GST						\$6,533
TOTAL BUDGET						\$99,858

Study Team: WRM Rod McDougall
BM Bruce Mori
DMG Denise Gibson
BS Beatrice Schmied

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THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **329-93**

A by-law to authorize execution of an agreement
between The Corporation of the City of Mississauga
and R.E. Winter & Associates Limited
to provide FUNCTIONAL AND PRELIMINARY DESIGN AND
ENVIRONMENTAL ASSESSMENT (CLASS EA) ENGINEERING SERVICES
FOR THE WINSTON CHURCHILL BOULEVARD - CPR GRADE SEPARATION
(SOUTH OF HIGHWAY 401)

WHEREAS it is desirable to enter into an agreement with R.E. WINTER & ASSOCIATES LIMITED to provide FUNCTIONAL AND PRELIMINARY DESIGN SERVICES AND ENVIRONMENTAL ASSESSMENT (CLASS EA) ENGINEERING SERVICES FOR THE WINSTON CHURCHILL BOULEVARD CPR GRADE SEPARATION (SOUTH OF HIGHWAY 401).

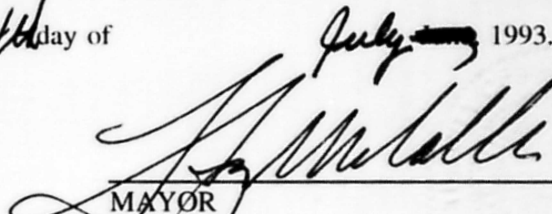
NOW THEREFORE, the council of The Corporation of the City of Mississauga ENACTS as follows:

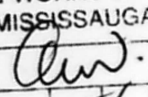
1. That the Mayor and Clerk be authorized to execute an agreement between The Corporation of the City of Mississauga and R.E. WINTER & ASSOCIATES LIMITED for the provision of FUNCTIONAL AND PRELIMINARY DESIGN SERVICES AND ENVIRONMENTAL ASSESSMENT (CLASS EA) ENGINEERING SERVICES in accordance with their proposal dated May 3, 1993, for the Winston Churchill Boulevard CPR Grade Separation (south of Highway 401) at an estimated cost of ONE HUNDRED AND FIFTY THOUSAND, FIVE HUNDRED AND SIXTY-ONE DOLLARS AND EIGHTY-FOUR CENTS (\$150,561.84) including all applicable taxes and 10% contingencies subject to prior approval for execution by the Office of the City Solicitor and also subject to the provision of the Acquisition and Disposal By-law #613-91.

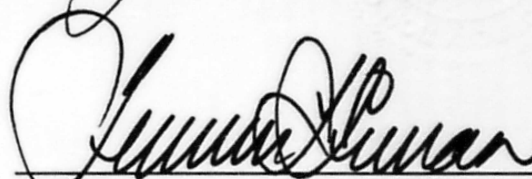
ENACTED AND PASSED this 14th day of

July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MTB	
Date	93 07 14


MAYOR

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
	
DATE	28 6 93


CLERK

M.E.A./C.E.O. 1989

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 12th day of August
A.D. 1993**

-BETWEEN-

THE CORPORATION OF THE CITY OF MISSISSAUGA

Hereinafter called the 'Client'
THE PARTY OF THE FIRST PART

-AND-

R.E. WINTER & ASSOCIATES LTD.

Hereinafter called the 'Consultant'
THE PARTY OF THE SECOND PART

WHEREAS the Client intends to

Undertake the functional planning and preliminary design
of the Winston Churchill Boulevard - CPR Grade Separation
(south of Highway 401)

City File No. 17 111 93139

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The client shall pay the Consultant in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Consultant shall use current state of the art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.
- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursements for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2.1 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the

Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Consultant, his employees, officers or agents in the performance of this Agreement.

1.11 Insurance

The Consultant shall obtain and keep in force:

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 for general liability and \$2,000,000 for automobile insurance, (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000.

(c) Proof of Insurance and Change in Coverage

The Consultant shall provide to the Client evidence of the required insurance coverage set out in Section 1.11 a) and b) in the form of certified copies of the policies relating thereto. Said policies shall be endorsed to provide that, in the event of any change in the policy affecting the interests of the City, or, in the event of their cancellation the insurer shall give notice of such change or cancellation by registered mail to the Client at least sixty (60) days prior to the effective date of such change or cancellation.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Specialized Services

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any confidential information, communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Arbitration

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, Chapter A.24, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, the Consultant shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

2.1 Consultant's Services for Functional Preliminary Design and Class Environmental Assessment (Class EA) of Road and/or Bridge Works

The Consultant shall provide the professional services as described in the Proposal dated May 3, 1993 and attached to this Agreement as Appendix A. The services also include:

1. Preparation and recommendation of alternative concepts and designs considering road and rail geometrics, property, cost and environmental features.
2. Development and recommendation of road and rail horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
3. Proposed typical sections for the roadway, including number of lanes, median (if required), turning lanes, rights-of-way, bus bay entrances, intersecting roads and other cross section elements.
4. Preparation of a design criteria with due consideration being given to such ancillary features as illumination, signs, signals, fences, landscaping and zone painting.
5. Concept design of interchanges and intersections.
6. Preparation of a preliminary design/environmental study report which outlines nature of project, a summary of the principal design standards, an outline cost estimate and the extent of services and recommendations.
7. Existing soils data shall be assembled and evaluated. On the basis of this evaluation, a preliminary soils investigation program shall be carried out to obtain sufficient data to permit appropriate decisions to be made during the preliminary design stage.
8. Preparation and distribution of minutes of Project meetings.
9. Correspondence with governmental ministries, agencies and other public authorities for design information.
10. General drainage requirements.
11. Preliminary property and right-of-way requirements.
12. Major utility installations and adjustments.
13. Survey work necessary for the provision of services herein and,
 - (a) For the assessment and verification of feasibility of engineering alternatives considered for the Project.
 - (b) To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.
 - (c) To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.
14. Preparation of, and taking part in, a public participating program as required by the Client.
15. Preparation of structural site plans/general arrangement with necessary geometric design data for structural design purposes.
16. Preliminary property cost estimates.
17. An Environmental Study Report, Environmental parameters, which have been defined during the predesign studies, must be highlighted and identified and included in the preliminary design process and report, in compliance with the Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

2.2 Client's Services for Preliminary Design

The Client shall provide the Consultant with:

1. Available Functional Study or Predesign investigation undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. Traffic information.
4. Available Traffic or Transportation Study Reports of the area.
5. Available Functional Planning or Preliminary Design Reports of adjoining Projects.
6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (6) hereof, inclusive, as being accurate in the performance of the Consultant's services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden of 33.01% to cover vacation, statutory holidays, health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Worker's Compensation and Unemployment Insurance, but excluding bonuses or profit sharing.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the services described in Article 2 provided that the upset limit of such respective fee shall be \$150,561.84 including all applicable taxes and 10% contingencies which fee shall not be exceeded except by written agreement properly executed by both parties. Fees on a time basis shall be as follows:

(a) All staff on normal assignments - Payroll Cost plus 100 %.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Computer Services

Computer services, except where a computer is used for design under the percentage fee scale or for the Consultant's normal office administration, shall be considered a reimbursable expense.

3.2.3 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, teletype and telegraph charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of nil per month on overdue accounts.

ARTICLE 4 - NOTICES

4.1 Notices

Any notices under this Agreement shall be in writing and delivered to or sent by prepaid first class mail addressed to the Client or the Consultant, as the case may be at the addresses hereinafter set out and shall be deemed to be received on the fourth business day after being mailed.

Client:

The Corporation of the City of Mississauga
Transportation and Works Department
3484 Semenyk Court
Mississauga, Ontario
L5C 4R1

Attention: Mr. K.J. Schipper, P.Eng.

Consultant:

R.E. Winter & Associates Ltd.
200 Matheson Boulevard West
Mississauga, Ontario
L5R 3L7

Attention: Mr. C.B. Gauer, P.Eng.



**Winter
Associates**

*Consulting Engineers, Architect
Planners & Landscape Architects*

May 3, 1993

City of Mississauga
Transportation and Works Department
3483 Semenyk Court
Mississauga, Ontario
L5C 4R1

Attention: Mr. Kees J. Schipper, P.Eng.
Director - Transportation and Engineering Planning

RE: WINSTON CHURCHILL BOULEVARD - CPR GRADE SEPARATION
SOUTH OF HIGHWAY 401
REWAL FILE NO. 930025

Dear Sir:

Thank you for the opportunity to submit a proposal for the above project. We enclose five (5) copies of our proposal for your consideration.

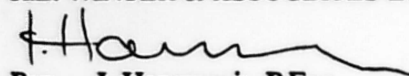
Significant in our proposal is the involvement of Clare-Wicklow as the Railway Engineers on the study. CPR acceptance of the rail diversion is critical to the success of the project and their specific rail expertise is required to resolve these issues. The recent experience of Clare-Wicklow on the Front Street and Humber Bridge projects provides detailed knowledge of the railway approval requirements and these approvals must address the detailed track design, railway plant relocations and signal logic. Without this input, the railway will not consider the crossing application. To this end, the appropriate fees are allocated for the preliminary rail design work with a contingency fee to address the other CPR design and approval requirements.

Our proposal is based on the Terms of Reference received from the City of Mississauga dated April 5, 1993, field investigations and discussions with City staff. Staff are available and ready to initiate work on this project immediately upon approval to proceed.

We look forward to your favourable consideration.

Yours very truly,

R.E. WINTER & ASSOCIATES LTD.


Per: I. Hausmanis, P.Eng.
Director - Corporate Development

CBG:rs

R.E. Winter & Associates Ltd.

200 Matheson Boulevard West, Mississauga, Ontario L5R 3L7 Tel. (416) 890-0110 • Fax: (416) 890-0319

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1.0

QUALIFICATIONS HIGHLIGHTS

During the preparation of this proposal, Winter Associates reviewed the terms of reference and investigated the existing site conditions. Key qualifications of Winter Associates for this project are:

- Project issues were identified through our investigations and our project methodology offers solutions to the issues as identified.
- Our project team includes professionals with experience on similar projects. Both Chris Gauer, the Project Manager and Victor Zubacs, Structural Manager have related expertise. Mr. Gauer is familiar with the EA process, transportation functional design and the general grade separation requirements. Mr. Zubacs has structural expertise directly related to railway structures and grade separations. Railway design expertise is provided by Pat O'Conner of Clare-Wicklow, a firm specializing in railway design. Our project team provides the necessary expertise with in-house staff qualified in environmental assessment, road design, structural design, electrical design and landscape architecture. Specialist expertise in noise assessment, railway diversion design and geotechnical services are provided by RWDI, Clare-Wicklow and Terraprobe/Thurber respectively.
- Railway Engineering expertise is critical to gain the CPR acceptance of the rail diversion design. The study addresses these specific requirements with a project methodology to directly address the railway needs with the acknowledged experts in the field. A lesser methodology or any attempt by non-railway experts or staff without recent rail design experience will not gain CPR approval of the diversion design. The railway requires detailed track designs (including profiles on each rail, switching, signals, phasing and estimates of the CPR manpower to administer the work) and knowledge of their procedures and staff requirements to address all their particular design, staging, signalling and cost issues. The project methodology addresses these issues as currently required by the railways from recent experience on the Humber Bridge and Front Street projects.
- Our computer systems - AutoCADD drafting capabilities, Total Station Survey equipment and DCA/Softdesk road design software - assist in the preparation of drawings and ease the complexity of revisions. The automated design features reduce the design time for project alignment and profile grade and enable a preliminary cross section review at tight property or difficult grading locations resulting in an improved level of design completed faster than by manual methods.
- Other recent project experience in the study area including the Lisgar Water Quality Study and the 401 Visitor Information Centre involved public contact through the EA process. This provides our team with an insight to the particular issues of concern in the area. This will assist us in undertaking the public consultation for the study.



2.0 INVESTIGATIONS, ISSUES AND PROJECT APPROACH

2.1 Introduction

During the preparation of this proposal, Winter Associates reviewed the Terms of Reference, discussed the project in detail with City staff, visited the site on several occasions to identify project issues (ie. existing structures, existing utilities, right-of-way, existing landscaping), and undertook research with sub-consultants specific to the project issues. These investigations serve a number of purposes including a thorough knowledge of the site conditions, identification of specific concerns, highlighting of design and construction issues for consideration, assignment of staff with directly related experience, development of a design strategy early in the process to avoid surprises resulting from unforeseen circumstances and ensures that the fee estimates are representative of the work and specific project approaches are noted for the information of the City of Mississauga. Where these investigations result in a specific issue or concern for the planning or design process, we have highlight the issue and develop an approach to resolve the issue.

2.2 Issues and Proposed Approach

2.2.1 Class Environmental Assessment Approach

This project is clearly within the scope and magnitude for a Class Environmental Assessment under Schedule "C" of the MEA / CEO guidelines. In order to address the public concerns, our study approach proposes consultation with the local ratepayer groups and the local ward councillor.

The project, depending upon funding and property issues may require consideration of the federal environmental assessment requirements. Our review of this issue indicates that the project will only require federal EA approval if Federal funding is involved. As no federal property, agency involvement or project proponent is involved in the study, no federal EA approval is required outside the screening of the project requirements through the provincial EA process.

2.2.2 Public Information Process

Agency Contacts - Agency contacts will be initiated at the outset of the project. The agency contact list will be developed in conjunction with the City. Input into the study is anticipated from the MTO, MOE, CPR, CVCA, Region of Peel, Hydro Mississauga, Mississauga Transit and Go Transit. A program will be established to ensure input and discussions with the appropriate agencies throughout the project. The affected utilities and the public interest groups will be consulted at various project milestone dates.

Mailing Lists - The mailing list will consist of the agency contacts previously outlined, individuals or organizations who request to be added to the mailing list and the adjacent landowners.



Initial Public Information Centre - The initial public information centre is proposed at the end of the concept development stage. At this time, all reasonable alternatives are explored and a preferred design solution may be under consideration. The information centre will outline the study process and present the initial study concepts to the public.

Second Public Information Centre - Due to the issues related to this project (i.e. traffic patterns, noise issues, public access, etc.) a second public information centre is proposed at the end of the preliminary design phase to outline the final recommended scheme and to indicate how the previous public concerns were addressed.

Response to Public Comments - Public comments will be received at the public information centres. These comments will be collected for inclusion in the E.S.R. Response to the public comments will be by the City of Mississauga.

Filing of the Environmental Study Report - Upon completion of the study, the Environmental Study Report will be filed with the Region of Peel and City of Mississauga Clerks Office. Notice of filing of the ESR will be made in the local newspaper. Our study assumes that the City will bear the cost for the newspaper advertisements, facility rental and mailings throughout the study.

2.2.3

Temporary Railway Diversion

The temporary rail diversion component of the study is important to allow for the construction of the new structure. The rail realignment requires a temporary easement from the Erin Mills Development Corporation and impacts the operation of the Canadian Pacific Railway and Go Transit. The right-of-way and trackage in this location is owned by Canadian Pacific Limited. The facilities include two mainline tracks on a broken back curvilinear alignment. The rail diversion must accommodate the CPR and Go Transit operations and provide for the future third track alignment. The study will investigate options to combine both the rail diversion requirements for the grade separation with the platform construction requirements at the planned Go Station, if appropriate. This will limit the impact to rail operations.

The study of the rail diversions options is important to develop the least disruptive realignment for the railway and also to provide the most cost effective means of realigning Winston Churchill Boulevard and constructing the new grade separation. In studying the options available for the track realignment, we will enter into discussions with the Operations and Maintenance Department of Canadian Pacific Limited to ascertain their needs. The Railway's operational requirements and long term needs (third track) must be satisfied in any realignment proposal.

We also plan to meet with the Signals Department to find out the location of the signalization and communication plant. The various realignment alternatives must accommodate these facilities to minimize the cost of relocation and avoid disruption to the railway.



This proposal provides an in depth study of the railway requirements to resolve the issues prior to the NTA submission. To this end, the survey of the trackage and the depth of detail of the rail alignment study is critical to satisfy the railway's requirements and restrictions. The expertise of Clair-Wicklow on the project team, with their recent experience, will result in the resolution of the railway related issues. As previously outlined, the fees for this work outline the minimum requirement to gain the railway approval and a contingency fee amount is set aside in order that additional alternatives require review, detailed geometric design is required, specific track phasing is necessary and signal logic and labour force requirements must be detailed.

2.2.4 Traffic Impact Study

The preparation of an environmental assessment requires a needs justification for the undertaking of the project. This information will be provided by the City of Mississauga including the existing and projected traffic data and levels of service. Go Transit will provide peak hour and all day traffic projections from the station site. Our traffic experts will analyze the existing and future traffic data, along with the other available information from planning documents to prepare a traffic impact assessment. The access requirements to the subdivisions at Argentia Road and the future Go Transit station traffic impact on the Argentia/Winston Churchill Boulevard will be studied and alternative options (loop ramp east of Winston Churchill) will be assessed.

2.2.5 Geometric Design Considerations/Detours

The geometric design considerations for the roadway include the plan/profile of the final Grade Separation along with the plan/profile of the temporary road detours. These designs will be prepared to meet the City of Mississauga road design requirements, the CPR rail clearance standards and the interim and final designs will minimize the impact upon the operation of the Highway 401/Winston Churchill Boulevard interchange. The geometric design options will include an analysis of an overpass versus an underpass along with cross section options for a four and six lane cross section with sidewalks and with/without a bikeway. Another issue is the Go Station access ramp over/under Winston Churchill Boulevard adjacent to the rail line. Options will be studied to provide this connection while meeting the railway's criteria. All layouts will be designed through a coordinate geometry package in our DCA/Softdesk software.

2.2.6 Property/Staging Issues

The City of Mississauga will provide all property data to the consultant. The intent of the design is shift the existing roadway east or west of the existing alignment to permit the construction of the structure. The rail traffic is diverted onto a property easement from the Erin Mills Development Corporation north of the existing alignment. This allows for the construction of the new structure with minimal interference with existing road/rail traffic. This concept, based upon the available right of way and future structure location, will require an easement for the rail detour and may require property or an easement for the interim/ultimate road



configuration. Options to coordinate the railway diversion with the Go Station works are advantageous to both the City and Go Transit to facilitate and expedite the grade separation and platform construction work. This also results in less disruption to the railway and minimizes the property impact to the adjacent developer.

2.2.7 Structural Design Issues

The choice of structure is dependent upon the clearance requirements, the type of grade separation (overpass or underpass) and the location of the structure. The number of future tracks is also important to the structural design as is the need to provide additional span for the Go Station access road. The choice of structure will also be governed by aesthetics, economics of construction, the noise impact on the adjacent residential homes and to develop a scheme resulting in the least disruption to the existing road and rail traffic. Other issues relating to the structural design are materials (steel vs concrete), the need for and type of retaining walls and ease of widening the facility at a later date.

2.2.8 Streetscape/Vegetation Issues

The City of Mississauga indicated the need to consider the possibility of a bikeway over the structure. This issue must be addressed along with the salvage, stockpile and reuse of the existing plant material onsite. This requires an inventory and preliminary landscaping recommendations based upon the detour conflict with the existing trees. Conceptual landscape renderings are also required for presentation at the Public Information Centres.

2.2.9 Utilities

Utility relocation is a major consideration in the realignment of Winston Churchill Boulevard and the rail structure as follows:

Electrical Plant - Ontario Hydro and Hydro Mississauga have plant in the area. No impact is anticipated on Ontario Hydro facilities. However, significant impact is expected on Hydro Mississauga facilities on the east side of the road. The pole line requires relocation to avoid the detours and the final Grade Separation layout. Hydro Mississauga also is planning a transformer station on the east side of Winston Churchill Boulevard. The design proposal must identify a corridor for the 44 kv overhead transmission lines and minimize impact to the existing and proposed underground plant along or crossing Winston Churchill Boulevard. Our transportation staff and electrical engineers will be involved in assessing the impacts and co-ordinating the relocation works.

Municipal Services - Municipal services must be considered in the relocation of the road and structure. Municipal service conflicts are anticipated with the watermain running along the road and the existing storm and sanitary sewers located in the right of way. Our municipal design staff can assess the impacts and associated relocation requirements based upon the projected conflicts with the detours, road profile and structure footing requirements. Drainage from an underpass is a major



issue in the feasibility for this option. Preliminary investigations indicate insufficient grade is available for gravity flow and the underpass would require pumping. The study of the storm drainage conditions will resolve these issues.

Utilities - A field review indicated the existence of other utilities within the right of way. The various utilities (Bell, Cable, Gas) will be contacted to locate their plant, assess the possible conflicts and to identify the need for relocation.

2.2.10 Railway Co-ordination

Co-ordination with the CP Railway is a key issue in undertaking this project. Various issues requiring co-ordination with the railway include rail diversion options, existing track switching capabilities, number of mainline tracks to be maintained during construction; rail communications facilities and signal equipment relocation; input into the structural pre-design options and impact on rail operations; discussions and options to provide the Go Station access road adjacent to the railway; assistance in cost sharing negotiations and the preparation of materials and resolution of issues related to a board order submission. Both Winter Associates and Clair-Wicklow will be involved in these discussions with the railway.

2.2.11 Acoustical Issues

The anticipated acoustical impact on the surrounding neighbourhood is not expected to be significant as a high level of noise currently exists. However, noise impacts are related to traffic volumes, grade and the relative height of the source to the receiver and any changes to the geometry and traffic patterns require a noise assessment. Therefore, a two stage noise assessment is proposed. The first stage is to review the existing acoustical background conditions. The second stage study involves a noise impact assessment related to the structure geometry and overpass/underpass options.

2.2.12 Geotechnical Considerations

The approach to the geotechnical testing involves field sampling and preliminary geotechnical recommendations for the road and structural design in order to provide sufficient data for the selection of a structure and to assess the feasibility of various options.

2.2.13 Computer Design Applications

We will utilize our total station survey data collection hardware and our DCA/Softdesk advanced design software on this project. The total station survey is downloaded to create a digital terrain model for the initial planning work in the study. This information is surveyed to supplement the aerial mapping data, as appropriate, in a format to meet the future construction quantity estimate requirements. This information is also used in the functional design to test the alternative road alignments and grading impacts as they may affect the property needs. With this system, original ground cross sections can be plotted at any location and the road template can be applied to check grading impact.



3.0 METHODOLOGY

The environmental assessment of the Winston Churchill Boulevard - CPR Grade Separation is a multi-disciplinary task requiring close coordination between the Consultant and the City staff and liaison with the property owners, the MTO, Hydro Mississauga, C.P. Rail, the interested provincial ministries, the public utilities and other agencies and organizations. Our methodology is based upon the Municipal Engineers Association Class Environmental Assessment for Municipal Road Projects as approved by the Ministry of the Environment. Our investigations uncovered a number of issues which are addressed by our study methodology.

3.1 Aerial Mapping

Aerial mapping according to the City's specifications will be provided by Meridian Mapping Services. Mapping provided is 600m on each side of Winston Churchill Boulevard which, based on preliminary study, should be sufficient for the rail diversion realignment.

3.2 Field Surveys

Field surveys are undertaken in total station format and downloaded to create a topographic contour plan. The data in a digital terrain format is applied in the preliminary design using the AutoCADD/Softdesk software system. Key elements of the field surveys include vertical alignment control and set up of temporary bench marks (TBM) along the road; set up of reference points for the total station survey work; a total station survey of the existing road, topographic features, ground break points and special details (sewer inverts, junction boxes, etc.) not picked up in sufficient detail by the aerial photogrammetric survey and mapping; total station survey to show centreline, edges of pavement and shoulder, curbs, ditches, break points, property lines; profiles of the existing entrances, intersections, all railway tracks and details of any existing underground structures and ties and elevations for any underground utilities identified as potential conflicts with the proposed design works.

The field survey includes the specific requirements of the CPR for design and approval of the railway diversion including track profiles, track centreline profiles, identification of track hardware and railway utility data. This information, with the existing ground data, is used to create a digital terrain model for the planning work and can be used for future design and quantity estimates.

3.3 Functional and Preliminary Engineering Services

100 Project Management and Meetings

The following meetings and project management activities, anticipated as a minimum, include an initiation meeting (1), a site field inspection (1), Project Review meetings at one month intervals (11), external agency meetings (8), preparation of budget reports and subconsultant co-ordination.



200 **Environmental Process Notification**

The environmental process requires public notification at specific intervals during the study. The nature and extent of this notification involves agency contacts made as outlined in Section 2.2.2 (Winter and City to determine the appropriate mailing list), Winter will follow up once on the agency mailings when responses are not received, all agency/Ministry responses are compiled for use later in the study, the initial and final study completion announcements are made by newspaper advertisement drafted by Winter Associates and placed by the City, Public Information Centre notices are circulated by the City and a contingency fee for study follow up is set aside under this item. The City will follow up on any direct correspondence with the Public.

300 **Traffic Investigations**

Traffic data provided by the City of Mississauga includes all the available reports for the area including the adjacent development and the Go Station, the existing traffic and projected traffic volumes and accident data. The existing and future (2001 and 2011) traffic volumes are documented in chart format, level of service analyses are prepared, operational recommendations are made for turning lanes and the needs justification of the project is documented. Go Transit will provide ridership data for the proposed Go Station facility and this information will be used to assess the station access.

400 **Planning Investigations/Approvals**

Coordination and approval of submissions to the MNR, MOE, Hydro Mississauga, Go Transit, CPR, utilities and MTO is necessary. An outline of this component involves the development of preliminary structural and staging concepts for discussion with the railway, a review of illumination / electrical distribution facilities for discussion with Hydro Mississauga, review of the railway detour options, conceptual diversion designs and discussions with the railway, coordination and data acquisition of the project requirements with Go Transit and meetings and presentation of information to MTO relation to the Highway 401 interchange impact.

500 **Concept Development**

The concept development involves the functional design of the roadway to resolve the traffic and geometric deficiencies and to facilitate the structure construction. The functional design work outlines the study of the various project issues including roadway geometrics and profile, typical cross sections, property impacts, utility requirements and other project issues. At the outset of the work, the project objectives and constraints will be discussed with the Client. A data request will be made for property data, existing plans, profiles, traffic data, etc. The initial utility contact will be made. A digital, topographic base map is prepared. A base plan layout (for both planning and design purposes) is developed with City of Mississauga



title blocks. The existing property data is added to the plans from the legal survey information provided by the City. Utility input received from the utility agencies is added to topographic base plan (underground services and utility updates). The alignment is reviewed in terms of property and other constraints. An interim and final road plan/profile (overpass/underpass) is prepared along with the rail detour alignment. Preliminary typical cross sections are developed for four and six lane schemes. Working drawings are prepared for review. The future access requirements are determined and the utility conflicts are outlined. The property impacts are identified and the requirements of the proposed scheme needed to accommodate the preliminary traffic and railway staging proposals for the road widening and structure reconstruction are resolved. The functional design plan/profile drawings are prepared in an AutoCAD format suitable for conversion to the City's system.

600 Public Review Process

The public review process outlined is as required by the Class E.A. process. The work for the public review includes the preparation of the presentation exhibits showing the site, the E.A. process and the road functional designs; attendance at the public information centres; presentation meetings with the local councillor and ratepayer groups (2 each) and presentation to the TTC, Committee or Council (3 presentations), as appropriate.

700 Preliminary Design

This component of the study involves the finalization of the functional design based upon input received in the first public information centre. Specific measures are taken to address the public comments and the study recommendations are finalized. The basic activities include the finalization of design criteria, the refinement to the recommended scheme due to public input at the first information centre, the review of preliminary cross sections to better define property and grading impacts, the development of mitigation measures associated with the impacts resulting from the recommended scheme, the assessment and resolution of utility conflicts based upon the recommended scheme, the finalization of property acquisition requirements, the finalization of the road and railway staging, the structural pre-design, the preparation of ESR report plates at 11" x 17" report size, the final design typical cross sections and preparation of a preliminary cost estimate.

800 Preliminary Design/Environmental Study Report

Preparation of the report text is based on reports for similar road and structure projects. The basic scope of work includes the final report figures, tables, exhibits, plans and profiles; an environmental impact/mitigation summary; a draft table of contents for discussion and review; the writing of the engineering and environmental components of the text; the mock up of the report and appendices for review and report revisions, final assembly and printing (20 copies).



900 Railway Board Order Submission

A National Transportation Agency Board order is required for the new rail overpass. Tasks require the preparation of the necessary data and designs prior to the submission including plan/profile drawings of the road and railway line; the preparation of structural general arrangement drawings and assistance in negotiations and discussions between the railway, Go Transit and the City.

1000 Railway Diversion Design

The railway diversion design includes a field review to identify the rail plant for the survey, the development of design criteria, the preliminary design and staging of the rail line, consideration of the impact on the railway utilities and plant, a preliminary capital cost estimate for the work, attendance at coordination and design meetings and the preparation of the drawings.

1100 Contingency Railway Diversion Design

As previously outline, recent CPR requirements require additional detail in order to gain acceptance of the rail diversion proposal. Previously, this work was done by the railway but recent experience has required the consultant to provide this input. This work includes follow detailed geometric alignment design, detailed track phasing works including CPR manpower requirements to effect the construction staging, detailed railway utility requirements including signalling, the development and review of track alternatives related to the Go Station and additional coordination meetings for the above work.

3.4 Geotechnical Services

Geotechnical services will be provided by Thurber or Terraprobe according to the proposals attached in the appendix.

3.5 Acoustical Study

Acoustical studies are provided by RWDI according to the proposal attached in the appendix.

3.6 Information Provided by the City

Information to be provided by the City to the Consultant includes the existing legal survey data, the existing road and railway plan and profile data, the plan and profile of the existing municipal services, the existing traffic data and studies along with the future traffic projections from the Go Station and adjacent development, property values, placement of newspaper advertisements and distribution of flyers, rental of facilities for the Public Information Centres, all available storm drainage data, data for survey control, the City's drafting standards and CADD symbology and format and all future Hydro Mississauga plant requirements.



4.0 PROJECT MANAGEMENT

Winter Associates has project management systems to track the project fees and schedule to ensure that the project remains on time and on budget. The details of the systems are in Appendix B.1.

5.0 PROJECT STAFFING AND SUB-CONSULTANTS

Staff assigned to the project includes:

Christopher B. Gauer, P.Eng.-Project Manager

As Project Manager, Chris Gauer will be responsible for the successful completion of the project. He has directly related experience in planning studies, structure and railway projects environmental assessment projects and road design including the Highway 11 Preliminary Design Study, the Markham Road Environmental Assessment, the Highway 60 Environmental Assessment, the New Westminster Drive rail grade separation and the Bayridge Drive rail grade separation. Mr. Gauer also managed the planning, design and construction of the Mississauga City Centre roadworks including Rathburn Road, City Centre Drive and Duke of York Boulevard.

Currently, Chris is the Project Manager for the Highway 60 Route Planning Study from Highway 11 to Oxtongue Lake. This project is a full Environmental Assessment Study involving route selection, functional and preliminary design, project management, a full public participation process and subconsultant work including acoustical studies, archaeological investigations, structural feasibility input, visual aesthetic applications, water resources investigations and scientific studies relating to the natural, social and economic environment. Work on both projects can easily be accommodated within Mr. Gauer's time commitments.

Bing Wong, P.Eng. - Backup Project Manager

Bing Wong is the back-up Project Manager for the project. Bing is a Senior Project Manager in our firm with over 20 years of experience in highway planning, design and contract administration. His work has ranged from major arterial highways to minor collectors and local roads. Bing's recent experience includes a number of environmental assessment and road widening projects including the Highway 48 widening for transfer to the Regional Municipality of York, the Bloor Street West and Thornton Road South widening in the Regional Municipality of Durham, the Dixie Road widening for the Region of Peel and the Trafalgar Road widening for Halton.



Victor Zubacs, P.Eng., Engineering Manager - Transportation Structures

Victor Zubacs is assigned the structural planning issues. He will carry out the preliminary engineering and cost feasibility studies, supervise the technical support staff and coordinate the work with the required agencies, ministries and prepare the structural design submission to the NTA.

Mr. Zubacs has direct experience in the design of railway bridges. The Hotel Deck at the Toronto SkyDome over the Toronto Terminal Railways trackage was a two span structure with shoring for the pier excavation between closely spaced tracks. Another project was a rail to rail grade separation for GO Transit passing under the CN York Subdivision at Pickering Ontario. A temporary trestle was installed through the CN roadbed to allow the excavation and abutment construction to proceed with minimal impact on the rail operations.

Victor has over 20 years experience in heavy civil work including the detailed design of all types of bridges and crossings including prestressed concrete, normal reinforced concrete and steel structures. Mr. Zubacs also has extensive experience in the supervision of design teams, project management and structural inspection.

Bob Felker, B.E.S. - Senior Environmental Planner

Mr. Felker has over 12 years of professional Environmental Planning experience. Bob will be involved in the project to advise regarding the EA requirements and to assist in the public participation process. He has successfully coordinated environmental approvals for municipal projects and carried out environmental studies for transportation and resource access studies. This work included the full range of environmental, social and economic studies.

Marek Trzaski, M.Sc.Eng - Traffic Engineer

Marek Trzaski is the traffic engineer responsible for the documentation of the needs justification and the traffic recommendations for the study. Marek has significant experience in traffic assessment for E.A. projects including work on Highway 48, Markham Road, Dixie Road, Hurontario Street, Lakeshore Road and Highway 11 and Highway 60 near Huntsville.

Patrick O'Connor, P.Eng. - Railway Engineer

Patrick O'Connor is a partner of Clare-Wicklow and a former employee of the CNR specializing in railway design. Typical projects include the CN Oakville Yard, the downtown Toronto track relocation program, a by-pass track in Chatham, the Humber Bridge track relocation program and the St. Clair Tunnel rail requirements. These projects demonstrate an extensive knowledge of the railway design and relocation requirements.



Curriculum vitae for the above staff members is provided in Appendix D. Other staff members with curriculum vitae in the Appendix are:

Imants Hausmanis, P.Eng.
Joseph Arcaro, P. Eng.
Andrew Walther, P. Eng.
Albert Law, P.Eng.
Ambrose Ip, P. Eng.
Robert Bee, OALA
Jerry Yaremovich, P. Eng.
Iswaran Velupillai
Daniel Ip, P.Eng.

Executive Engineer
Transportation Design
Transportation Design
Design Engineer
Electrical Design
Landscape Architecture
Survey Coordinator
Survey Party Chief
Senior Bridge Engineer

Sub-Consultant Services

Field geotechnical services are provided by Thurber or Terraprobe. Acoustical studies are provided by RWDI. Railway Engineering services are provided by Clare-Wicklow. Aerial Mapping services are provided by Meridian Mapping. Copies of the proposals and the outline of the serviced are attached in Appendix F.

6.0

RELEVANT PROJECT EXPERIENCE

Winter Associates and Clare-Wicklow have experience on projects similar in scope to the proposed Winston Churchill Boulevard - CPR Grade Separation. These projects demonstrate our expertise in functional design and environmental assessment, road and railway design, illumination and electrical distribution. A brief outline of a few related railway, grade separation and environmental assessment projects undertaken by Winter Associates are as follows:

PROJECT	LOCATION	CLIENT
Britannia Road	Mississauga	Region of Peel
Trafalgar Road	Oakville	Halton Region
CN York Subdivision	Pickering	Go Transit
Victoria Road	Guelph	City of Guelph
Markham Road	Scarborough	Metro Roads
Highway 11	Muskoka	MTO
Highway 48	Markham	MTO
Highway 11 & 17 Interchange	North Bay	MTO
Dixie Road	Mississauga/Brampton	Region of Peel
Highway 60	Muskoka	MTO
QEW/Guelph Line	Burlington	MTO



Projects undertaken by Clare-Wicklow include:

PROJECT	LOCATION	CLIENT
St. Clair River Tunnel	Sarnia	CNR
Front St Rail Relocation	Toronto	City of Toronto
Victoria St Grade Separation	Whitby	GO Transit
CN High Line Relocation	Toronto	
Humber Bridge Relocation	Toronto	Metro Toronto
Ford Drive Grade Separation	Oakville	
Front St Extension Trackwork	Toronto	Metro Toronto
Windsor/Detroit Tunnel	Windsor	

7.0

SCHEDULE

Discussions with the City of Mississauga staff indicate that the project is scheduled for construction in 1996. Therefore, our schedule is developed to meet this requirement and the Environmental Assessment is scheduled for completion eight months after approval to proceed. The special project issues requiring early resolution (Hydro Mississauga plant relocation and the developer property needs) will be addressed and resolved by the end of the year. Refer to the schedule in Appendix A.1.

8.0

FEEES

All work is based upon the project methodology outlined in Section 3.0 of the proposal. The estimate of fees is consistent with the MEA/CEO Agreement requirements. Our fee estimates, on a time basis, are outlined based on our 1993 fee rates. Disbursements are charged at cost plus 5% and G.S.T. is not included in the estimates. The project fee estimate is as follows:

A	Aerial Mapping	\$ 4,955.00
B	Field Surveys	5,000.00
C	Functional and Preliminary Design Services	
	Winter Associates	85,870.00
	Clare-Wicklow	15,820.00
D	Geotechnical Investigations	5,950.00
E	Acoustical Investigations	6,000.00
F	Disbursement Allowance	4,325.00
	TOTAL FEE	\$ 127,920.00

A contingency fee is provided for the additional EA follow up activities under the Environmental Process item. Also, a contingency fee is set aside for additional CPR design input and approvals. This work is to provide additional detail to gain CPR approval of the grade separation. Due to staff levels, the railway cannot provide this input and significant additional work is necessary to refine the rail alignment design, track phasing work and signal logic. In the past, these activities were performed by the railway but recent projects have required the consultant to undertake this task. The railway contingency fees are outlined in item 1100 of the fee estimate. Both contingency fees are not included in the project total fee.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **330-93**

A by-law to authorize execution of an agreement
between The Corporation of the City of Mississauga
and Chisholm, Fleming and Associates TO PROVIDE FUNCTIONAL, PRELIMINARY
ENVIRONMENTAL ASSESSMENT (CLASS EA) AND DETAILED ENGINEERING
DESIGN SERVICES FOR THE NORTH-SOUTH ARTERIAL ROAD (EASTGATE
PARKWAY EXTENSION) FROM EGLINTON AVENUE TO MATHESON BOULEVARD

WHEREAS it is desirable to enter into an agreement with CHISHOLM,
FLEMING AND ASSOCIATES to provide FUNCTIONAL, PRELIMINARY
ENVIRONMENTAL ASSESSMENT (CLASS EA) AND DETAILED ENGINEERING
DESIGN SERVICES FOR THE NORTH-SOUTH ARTERIAL ROAD (EASTGATE
PARKWAY EXTENSION) FROM ELGINTON AVENUE TO MATHESON BOULEVARD.

NOW THEREFORE, the Council of The Corporation of the City of
Mississauga ENACTS as follows:

1. That the Mayor and Clerk be authorized to execute an agreement between The Corporation of the City of Mississauga and CHISHOLM, FLEMING AND ASSOCIATES for the provision of FUNCTIONAL, PRELIMINARY ENVIRONMENTAL ASSESSMENT (CLASS EA) AND DESIGN ENGINEERING SERVICES in accordance with their proposal dated May 3, 1993 for the North-South Arterial Road (Eastgate Parkway Extension) from Eglinton Avenue to Matheson Boulevard at an estimated cost of ONE HUNDRED AND NINETY-FOUR THOUSAND, SEVEN HUNDRED AND EIGHTY-SEVEN DOLLARS AND SIXTY-ONE CENTS (\$194,787.61) including all applicable taxes and 10% contingencies subject to prior approval for execution by the Office of the City Solicitor and subject to the provision of the Acquisition and Disposal By-law #613-91.

ENACTED AND PASSED this 4th day of

July ~~June~~, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MB	
Date	93 07 11

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
<i>[Signature]</i>	
DATE	7/6/93

[Signature]
MAYOR

[Signature]
CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **331-93**

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by DELETING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Tours Road	East limit of Winston Churchill Boulevard	West limit of Windwood Drive

2. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Tours Road	East limit of Winston Churchill Boulevard	West limit of Neuchatel Road/ Glace Bay Road
Tours Road	East limit of Neuchatel Road/ Glace Bay Road	West limit of Windwood Drive

3. THAT Schedule 11 of By-law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 11
STOP SIGNS

Column 1 Intersection	Column 2 Facing Traffic
Tours Road and Neuchatel Road/Glace Bay Road	Northbound on Glace Bay Road Southbound on Neuchatel Road Westbound on Tours Road Eastbound on Tours Road

4. This By-Law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED
AS TO FORM
OF EXECUTION
City Solicitor
MISSISSAUGA

Date 93 07 14

APPROVED
COMMISSIONER
TRANSPORTATION
and WORKS DEPT.
MISSISSAUGA

DATE 28 6 93

MAYOR

CLERK

APPROVED BY 3368 PASSED
 RESOLUTION BY REGIONAL COUNCIL ON
September 9 1993
Deputy Clerk
 Regional Municipality of Peel



CERTIFIED TRUE COPY
TERENCE L. JULIAN
 CITY CLERK
 CITY OF MISSISSAUGA

THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 331-93

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by DELETING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Tours Road	East limit of Winston Churchill Boulevard	West limit of Windwood Drive

2. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Tours Road	East limit of Winston Churchill Boulevard	West limit of Neuchatel Road/ Glance Bay Road
Tours Road	East limit of Neuchatel Road/ Glance Bay Road	West limit of Windwood Drive

3. THAT Schedule 11 of By-law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 11
STOP SIGNS

Column 1 Intersection	Column 2 Facing Traffic
Tours Road and Neuchatel Road/Glance Bay Road	Northbound on Glance Bay Road Southbound on Neuchatel Road Westbound on Tours Road Eastbound on Tours Road

4. This By-Law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED
 AS TO FORM
 OF EXECUTION
 City Solicitor
 MISSISSAUGA
MKB
 Date 93 07 11

APPROVED
 COMMISSIONER
 TRANSPORTATION
 and WORKS DEPT.
 MISSISSAUGA
CLERK
 DATE 28 6 93

MAYOR
CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **332-93**

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by DELETING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Shelter Bay Road	South limit of Derry Road West	West limit of Glen Erin Drive

2. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Shelter Bay Road	West limit of Formentera Avenue	South limit of Derry Road West

3. THAT Schedule 11 of By-law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 11
STOP SIGNS

Column 1 Intersection	Column 2 Facing Traffic
Shelter Bay Road and Formentera Avenue	Northbound on Formentera Avenue Eastbound on Shelter Bay Road Westbound on Shelter Bay Road

4. This By-Law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED
AS TO FORM
OF EXECUTION
City Solicitor
MISSISSAUGA

mtb

Date 93 07 11

APPROVED
COMMISSIONER
TRANSPORTATION
and WORKS DEPT.
MISSISSAUGA

DATE 23 6 93

MAYOR

CLERK

APPROVED BY 38 PASSED
RESOLUTION 332-93 BY REGIONAL COUNCIL ON
September 9 1993
[Signature]
Deputy Clerk
Regional Municipality of Peel



CERTIFIED A TRUE COPY
[Signature]
TERENCE L. JULIAN CITY CLERK
CITY OF MISSISSAUGA

THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 332-93

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by DELETING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Shelter Bay Road	South limit of Derry Road West	West limit of Glen Erin Drive

2. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Shelter Bay Road	West limit of Formentera Avenue	South limit of Derry Road West

3. THAT Schedule 11 of By-law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 11
STOP SIGNS

Column 1 Intersection	Column 2 Facing Traffic
Shelter Bay Road and Formentera Avenue	Northbound on Formentera Avenue Eastbound on Shelter Bay Road Westbound on Shelter Bay Road

4. This By-Law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED
AS TO FORM
OF EXECUTION
City Solicitor
MISSISSAUGA

mjb
Date 93 67 11

APPROVED
COMMISSIONER
TRANSPORTATION
and WORKS DEPT.
MISSISSAUGA

[Signature]
DATE 23 6 93

[Signature]
MAYOR

[Signature]
CLERK

Colonial Drive

South limit of McMaster Road

North limit of Laird Road

3. THAT Schedule 11 of By-law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 11
STOP SIGNS

Column 1
Intersection

Column 2
Facing Traffic

Colonial Drive and
McMaster Road

Northbound on Colonial Drive
Southbound on Colonial Drive
Eastbound on McMaster Road

APPROVED
AS TO FORM
OF EXECUTION
City Solicitor
MISSISSAUGA

4.

This By-Law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED
COMMISSIONER
TRANSPORTATION
and WORKS DEPT.
MISSISSAUGA

DATE 23 6 93.

MAYOR

CLERK

APPROVED BY 2-308 PASSED
 RESOLUTION BY REGIONAL COUNCIL ON
September 9 1993
 Deputy Clerk
 Regional Municipality of Peel



CERTIFIED A TRUE COPY
 TERENCE L. JULIAN
 CITY CLERK
 CITY OF MISSISSAUGA

THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 333-93

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by DELETING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Colonial Drive	South limit of The Collegeway	North limit of Laird Road

2. THAT Schedule 10 of By-Law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 10
THROUGH HIGHWAYS

Column 1 Highway	Column 2 From	Column 3 To
Colonial Drive	South limit of The Collegeway	North limit of McMaster Road
Colonial Drive	South limit of McMaster Road	North limit of Laird Road

3. THAT Schedule 11 of By-law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 11
STOP SIGNS

Column 1 Intersection	Column 2 Facing Traffic
Colonial Drive and McMaster Road	Northbound on Colonial Drive Southbound on Colonial Drive Eastbound on McMaster Road

4. This By-Law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED
 AS TO FORM
 OF EXECUTION
 City Solicitor
 MISSISSAUGA
 MTB
 93 07 11

APPROVED
 COMMISSIONER
 TRANSPORTATION
 and WORKS DEPT.
 MISSISSAUGA
 DATE 23 6 93.

MAXOR

CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **334-93**

A By-law to amend By-law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 14 of By-law No. 444-79, as amended, be amended by DELETING the following:

SCHEDULE 14
PROHIBITED TURNS

Column 1 Portion of Highway	Column 2 Direction	Column 3 Turns Prohibited	Column 4 Times or Days
Kedleston Way and Mississauga Road	Southbound on Mississauga Road	Left	7:00 a.m. — 9:00 a.m. Monday to Friday Inclusive

2. THAT Schedule 14 of By-law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 14
PROHIBITED TURNS

Column 1 Portion of Highway	Column 2 Direction	Column 3 Turns Prohibited	Column 4 Times or Days
Kedleston Way and Mississauga Road	Southbound on Mississauga Road	Left	7:00 a.m. — 8:30 a.m. Monday to Friday Inclusive Buses Excepted

3. This By-law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA
<i>M.B.</i>
Date <u>93</u> <u>07</u> <u>11</u>

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA
<i>[Signature]</i>
DATE <u>28/6/93</u>

[Signature]
MAYOR

[Signature]
CLERK

APPROVED BY
RESOLUTION B-348 PASSED
BY REGIONAL COUNCIL ON
September 9 1993
Deputy Clerk
Regional Municipality of Peel



CERTIFIED A TRUE COPY
TERENCE L. JULIAN
CITY CLERK
CITY OF MISSISSAUGA

THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 334-93

A By-law to amend By-law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 14 of By-law No. 444-79, as amended, be amended by DELETING the following:

**SCHEDULE 14
PROHIBITED TURNS**

Column 1 Portion of Highway	Column 2 Direction	Column 3 Turns Prohibited	Column 4 Times or Days
Kedleston Way and Mississauga Road	Southbound on Mississauga Road	Left	7:00 a.m. — 9:00 a.m. Monday to Friday Inclusive

2. THAT Schedule 14 of By-law No. 444-79, as amended, be amended by ADDING the following:

**SCHEDULE 14
PROHIBITED TURNS**

Column 1 Portion of Highway	Column 2 Direction	Column 3 Turns Prohibited	Column 4 Times or Days
Kedleston Way and Mississauga Road	Southbound on Mississauga Road	Left	7:00 a.m. — 8:30 a.m. Monday to Friday Inclusive Buses Excepted

3. This By-law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED
AS TO FORM
OF EXECUTION
City Solicitor
MISSISSAUGA
MJB
Date 93 07 11

APPROVED
COMMISSIONER
TRANSPORTATION
and WORKS DEPT.
MISSISSAUGA
DATE 28/6/93

MAYOR

CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **335-93**

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 3 of By-Law No. 444-79, as amended, be amended by ADDING the following:

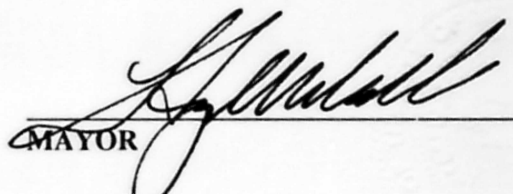
SCHEDULE 3
NO PARKING

Column 1	Column 2	Column 3	Column 4
Highway	Side	Between	Prohibited Time or Days
Fellen Place	Both	Clarkson Road and west limit of road	Thursday to Sunday May 1 - October 31
Feeley Court	Both	Fellen Place to north limit of road	Thursday to Sunday May 1 - October 31

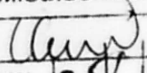
2. This By-Law shall not become effective until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
MTB		
Date	93	07 11


MAYOR


CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA		
		
DATE	25	6/93



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **336-93**

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 3 of By-Law No. 444-79, as amended, be amended by ADDING the following:

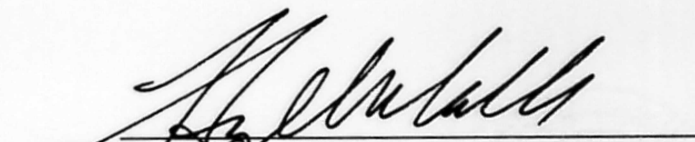
SCHEDULE 3
NO PARKING

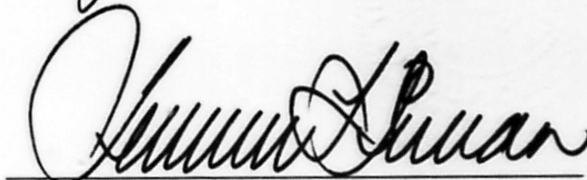
Column 1	Column 2	Column 3	Column 4
Highway	Side	Between	Prohibited Time or Days
Turney Drive	Both	From a point 250 metres west of Wareham Drive to a point 125 metres westerly thereof	Anytime

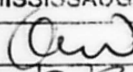
2. This By-Law shall not become effective until the portions of the highway(s) affected are properly signed.

ENACTED AND PASSED THIS 14th day of July 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA
MTB
Date 93 07 11


MAYOR


CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA

DATE 28 6 93



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

337-93

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 27 of By-Law No. 444-79, as amended, be amended by DELETING the following:

SCHEDULE 27
BICYCLE PATHS

Column 1 Highway	Column 2 Between	Column 3 Direction
Winston Churchill Boulevard	Britannia Road and Battleford Road	Northbound (east side) Southbound (west side)

2. THAT Schedule 27 of By-Law No. 444-79, as amended, be amended by ADDING the following:

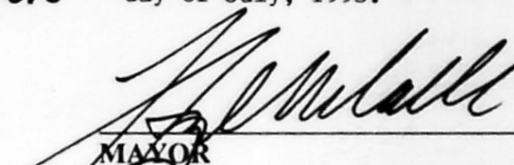
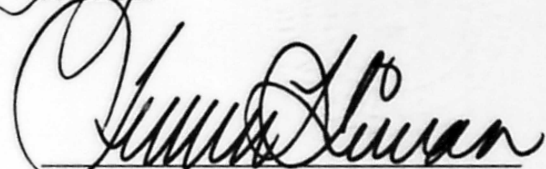
SCHEDULE 27
BICYCLE PATHS

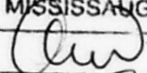
Column 1 Highway	Column 2 Between	Column 3 Direction
Winston Churchill Boulevard	Britannia Road and Derry Road	Northbound (east side) Southbound (west side)

3. This By-Law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

4. ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA
MTD
Date 93 07 11


MAYOR

CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA

DATE 28 6 93

APPROVED BY
RESOLUTION 93-310 PASSED
BY REGIONAL COUNCIL ON
September 9 19 93
[Signature]
Deputy Clerk
Regional Municipality of Peel



THE CORPORATION OF THE CITY OF MISSISSAUGA
BY-LAW NUMBER 337-93

A By-Law to amend By-Law No. 444-79, as amended.

THE COUNCIL of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT Schedule 27 of By-Law No. 444-79, as amended, be amended by DELETING the following:

SCHEDULE 27
BICYCLE PATHS

Column 1 Highway	Column 2 Between	Column 3 Direction
Winston Churchill Boulevard	Britannia Road and Battleford Road	Northbound (east side) Southbound (west side)

2. THAT Schedule 27 of By-Law No. 444-79, as amended, be amended by ADDING the following:

SCHEDULE 27
BICYCLE PATHS

Column 1 Highway	Column 2 Between	Column 3 Direction
Winston Churchill Boulevard	Britannia Road and Derry Road	Northbound (east side) Southbound (west side)

3. This By-Law shall not become effective until approved by the Regional Municipality of Peel, and until the portions of the highway(s) affected are properly signed.

4. ENACTED AND PASSED this 14th day of July, 1993.

APPROVED
AS TO FORM
OF EXECUTION
City Solicitor
MISSISSAUGA
mfo
Date 93 07 11

[Signature]
MAYOR

[Signature]
CLERK

APPROVED
COMMISSIONER
TRANSPORTATION
and WORKS DEPT.
MISSISSAUGA
[Signature]
DATE 28/6/93

CERTIFIED A TRUE COPY
[Signature]
TERENCE L. JULIAN CITY CLERK
CITY OF MISSISSAUGA



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 338-93

A By-Law to authorize execution of a contract
for the Replacement of HVAC Equipment at
Burnhamthorpe Community Centre & Malton Community Centre

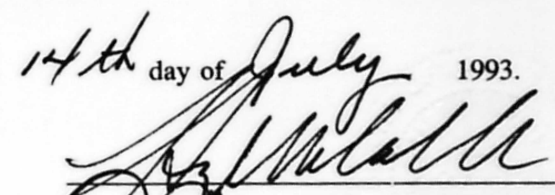
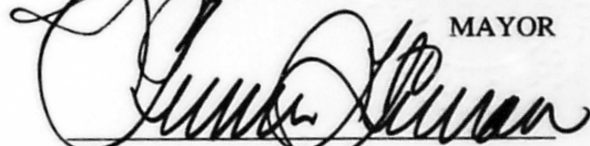
WHEREAS the Council of The Corporation of the City of Mississauga desires to award the Tender 0098-93 for the Replacement of HVAC Equipment at Burnhamthorpe Community Centre and Malton Community Centre in the City of Mississauga to Canadian Tech Air Systems Inc., Scarborough in the amount of THREE HUNDRED FORTY ONE THOUSAND FOUR HUNDRED NINETY EIGHT DOLLARS (\$ 341,498.00) for the municipal purposes above noted;

NOW THEREFORE, the Council of the Corporation of the City of Mississauga ENACTS as follows:

1. That the Tender 0098-93 for the Replacement of HVAC Equipment at Burnhamthorpe Community Centre and Malton Community Centre in the City of Mississauga be awarded to Canadian Tech Air Systems Inc., Scarborough in the amount of THREE HUNDRED FORTY ONE THOUSAND FOUR HUNDRED NINETY EIGHT DOLLARS (\$341,498.00).
2. That the contract between The Corporation of the City of Mississauga and Canadian Tech Air Systems Inc., Scarborough, for the Replacement of HVAC Equipment at Burnhamthorpe Community Centre and Malton Community Centre in the City of Mississauga be executed by the Mayor and Clerk, and the Corporate Seal be affixed thereto following review of the contract by the Office of the City Solicitor.

ENACTED AND PASSED THIS 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
<u>mtb</u>	
Date	<u>93 07 11</u>


MAYOR

CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

339-93

A by-law to authorize the execution of a
Supplementary Heritage Conservation Easement Agreement
with respect to the Middle Road Bridge (Sherway Drive Bridge
between the Cities of Etobicoke and Mississauga
on the Etobicoke Creek)

WHEREAS the Council of The Corporation of the City of Mississauga enacted By-law 648-87 on August 10, 1987, authorizing execution of a Heritage Conservation Easement Agreement dated June 15, 1987 between The Corporation of the City of Etobicoke, The Corporation of the City of Mississauga and the Ontario Heritage Foundation with respect to the Middle Road Bridge;

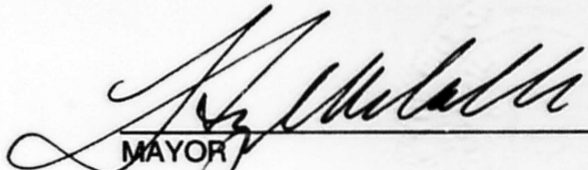
AND WHEREAS it is necessary to execute a Supplementary Agreement advising that the restoration of the Middle Road Bridge has been completed and which Supplementary Agreement does not impose any further obligations than the original easement agreement;

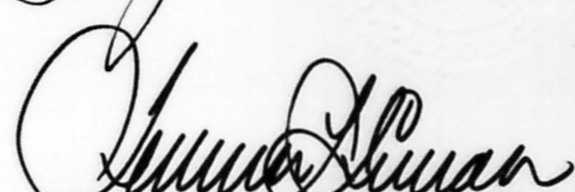
NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That the Supplementary Heritage Conservation Easement Agreement dated March 5, 1993 between The Corporation of the City of Etobicoke, The Corporation of the City of Mississauga and the Ontario Heritage Foundation with respect to the Middle Road Bridge be executed on behalf of The Corporation of the City of Mississauga by the Mayor and Clerk and the corporate seal be affixed thereto.

ENACTED AND PASSED this 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	07	11


MAYOR


CLERK

4. This Supplementary Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

SIGNED, SEALED
AND DELIVERED

Document Execution
Authorized by
City of Mississauga

By-Law No. 339-93

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
M/S			
Date	43	07	11

) THE CORPORATION OF THE CITY OF
) MISSISSAUGA

Per:

[Signature]
Mayor
[Signature] c/s
Clerk

) THE CORPORATION OF THE CITY
) OF ETOBICOKE

Per:

[Signature]
Ma: SINCLAIR, MAYOR
ORIGINAL
SENT TO
Cl: *[Signature]* c/s
TO BE
SIGNED. CITY CLERK

) ONTARIO HERITAGE FOUNDATION

Per:

) Chair - Dorothy Duncan

c/s

) Secretary or Treasurer or
) or Chief Operating Officer

4. This Supplementary Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

SIGNED, SEALED
AND DELIVERED

Document Execution
Authorized by
City of Mississauga

By-Law No. 339-93

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MIB			
Date	93	07	11

) THE CORPORATION OF THE CITY OF
) MISSISSAUGA

) Per:

) [Signature]
) Mayor
) [Signature] c/s
) Clerk

) THE CORPORATION OF THE CITY
) OF ETOBICOKE

) Per:

) [Signature]
) Mayor G. BRUCE SINCLAIR, MAYOR

) [Signature] c/s
) Clerk RONALD S. GILLESPIE, CITY CLERK

) ONTARIO HERITAGE FOUNDATION

) Per:

) Chair - Dorothy Duncan

) c/s

) Secretary or Treasurer or
) or Chief Operating Officer

APPENDIX "A"

Attached to and forming part of the Supplementary Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA and THE CORPORATION OF THE CITY OF ETOBICOKE, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of March 5, 1993.

DESCRIPTION OF THE PROPERTY

CITY OF MISSISSAUGA

City of Mississauga,
Regional Municipality of Peel
(formerly Township of Toronto, County of Peel).
Registry Division of Peel.

FIRSTLY:

Part Lot 3, Concession 1 South of Dundas Street:
Part 1, Plan 43R-13767.

BEING established as part of Sherway Drive by Toronto Township Bylaw No. 3301 (registered as Instrument By-Law 764).

SECONDLY:

Part of the Un-Named Road, Plan TOR-15:
Part 2, Plan 43R-13767.

BEING established as part of Sherway Drive by the said Bylaw 3301.

THIRDLY:

Part Lot 3, Concession 1 South of Dundas Street:
Part 3, Plan 43R-13767.

BEING established as part of Sherway Drive by Toronto Township Bylaw No. 5045 (registered as Instrument By-Law 938).

The said Parts 1, 2 and 3 having been closed to vehicular traffic by Toronto Township Bylaw No. 9505, registered as No. 238792 VS.

APPENDIX "B"

Attached to and forming part of the Supplementary Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA and THE CORPORATION OF THE CITY OF ETOBICOKE, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of March 5, 1993.

DESCRIPTION OF THE PROPERTY

CITY OF ETOBICOKE

City of Etobicoke,
Municipality of Metropolitan Toronto.
Registry Division of Metropolitan Toronto.

FIRSTLY:

Part Road Allowance between Concessions 2 and 3, Colonel Smith's Tract: Parts 4 and 6, Plan 64R-11165.

BEING established as part of Sherway Drive by Etobicoke By-Law No. 10832 (registered as Instrument Bylaw 2855).

SECONDLY:

Part Lot 13, Concession 2, Colonel Smith's Tract:
Part 5, Plan 64R-11165.

BEING established as public highway by Etobicoke Bylaw No. 1986-105 and Mississauga Bylaw No. 621-86 (registered as Nos. TB335255 and TB335179 respectively).

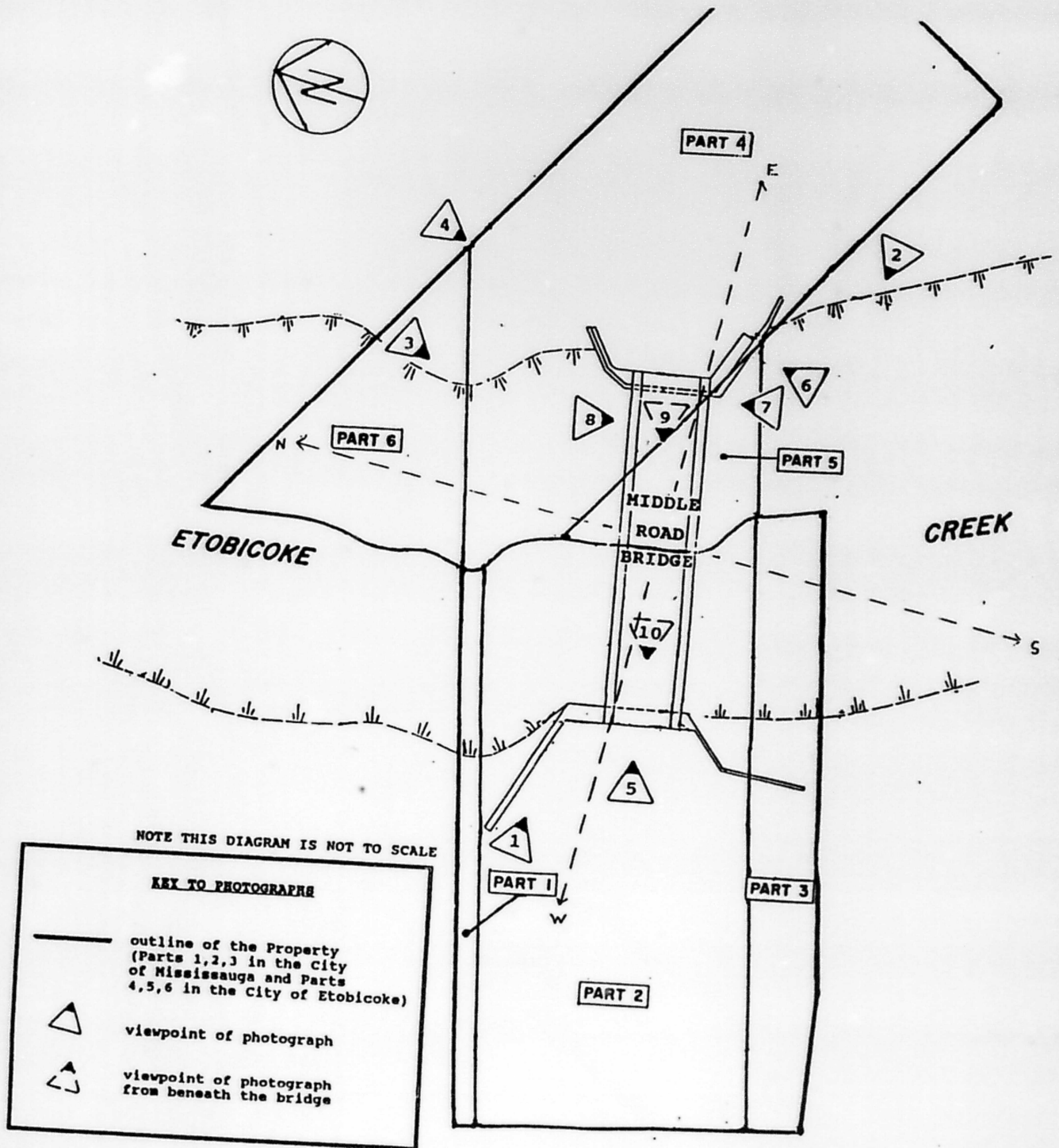
The said Parts 4, 5 and 6 having been closed to vehicular traffic by Etobicoke Bylaw No. 1992-146, registered as No. TB 879034.

APPENDIX "C"

Attached to and forming part of the Supplementary Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA and THE CORPORATION CITY OF ETOBICOKE, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of March 5, 1993.

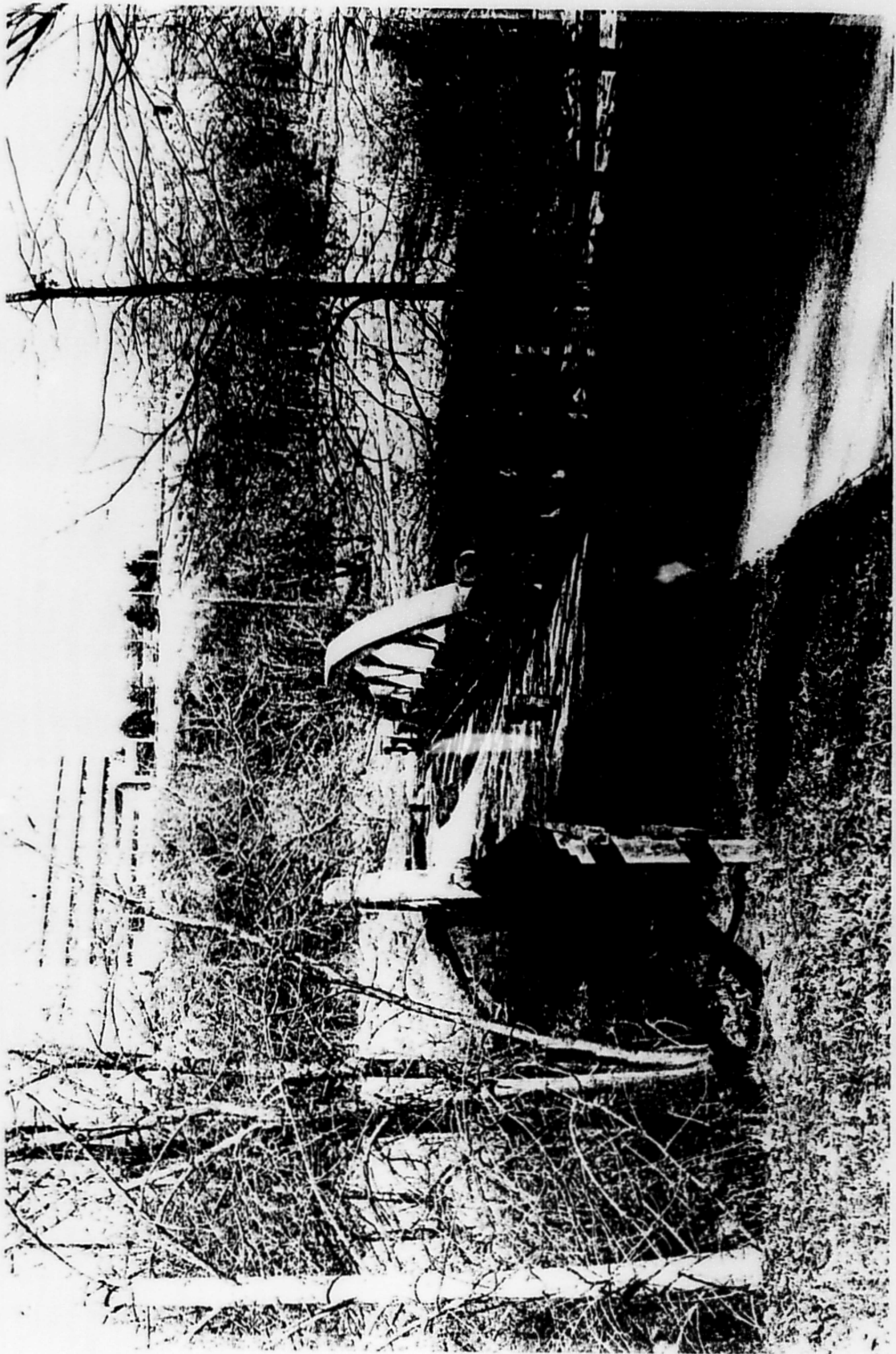
1. SITE PLAN FOR THE MIDDLE ROAD BRIDGE.
2. PHOTOGRAPHS OF THE MIDDLE ROAD BRIDGE.

1. SITE PLAN FOR THE MIDDLE ROAD BRIDGE.



2. PHOTOGRAPHS OF THE MIDDLE ROAD BRIDGE

PHOTOGRAPH 1



View of the west end of the Bridge from
near Sherway Drive.

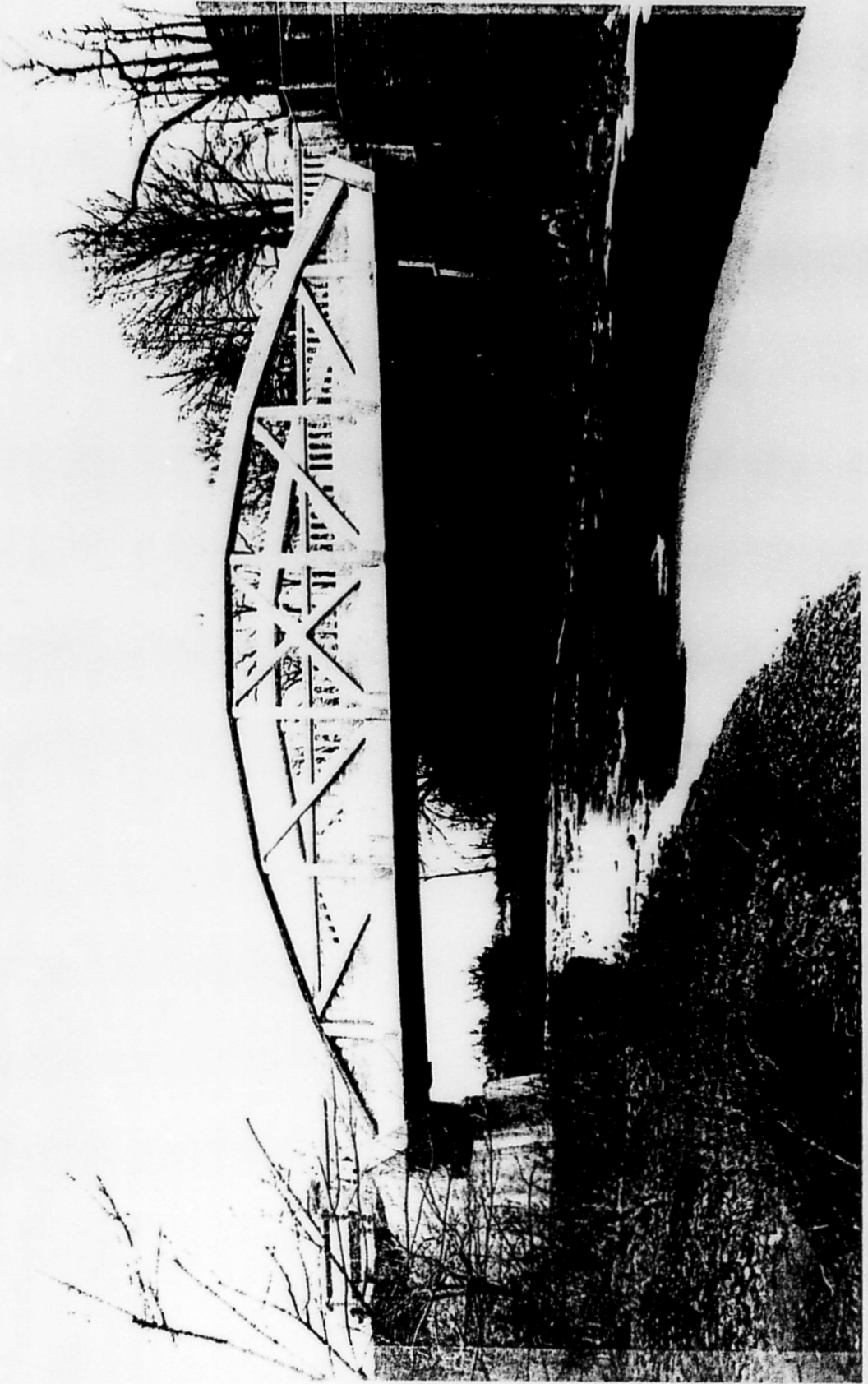
PHOTOGRAPH 2



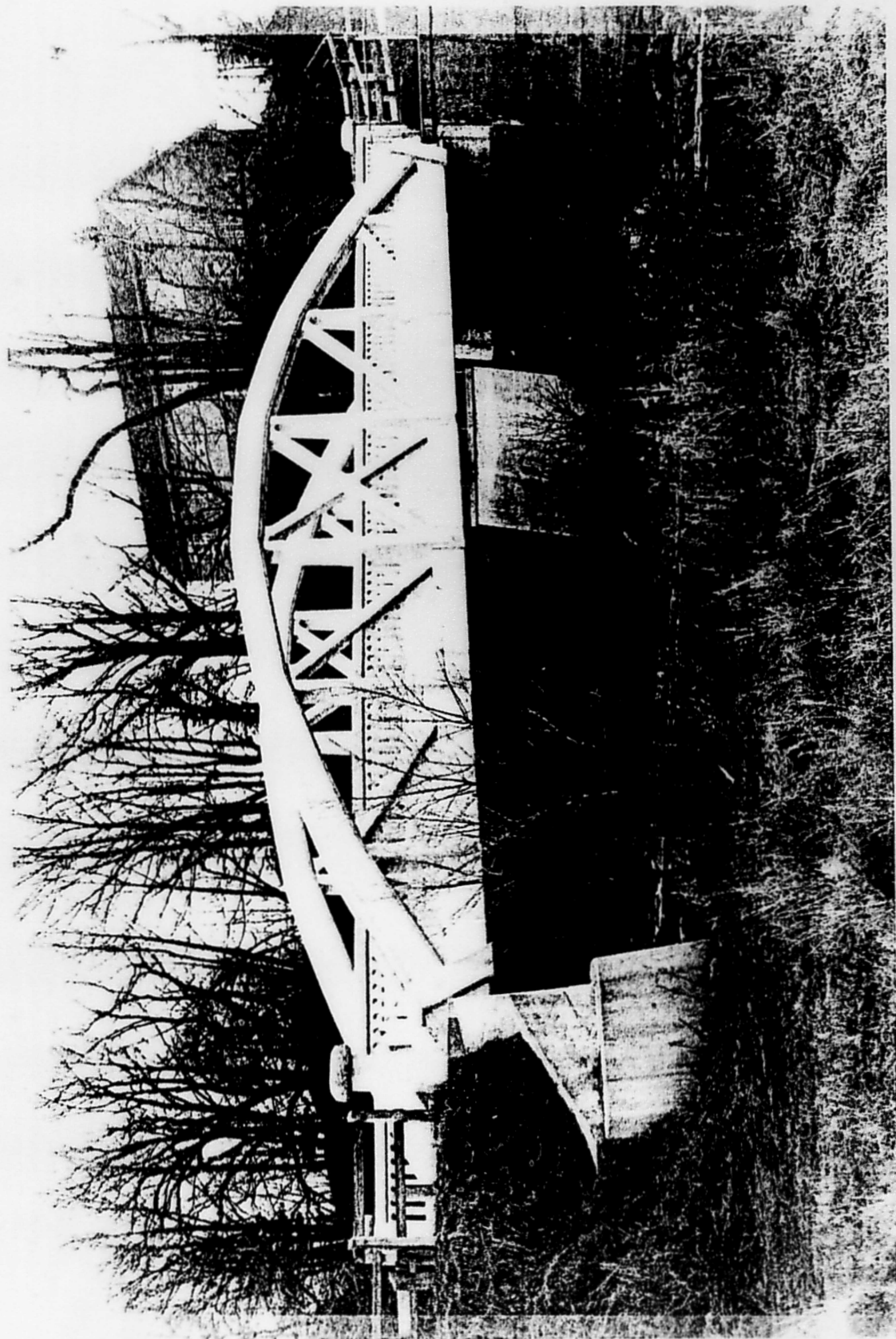
View of the south facade of the
Bridge.

.../C4

PHOTOGRAPH 3



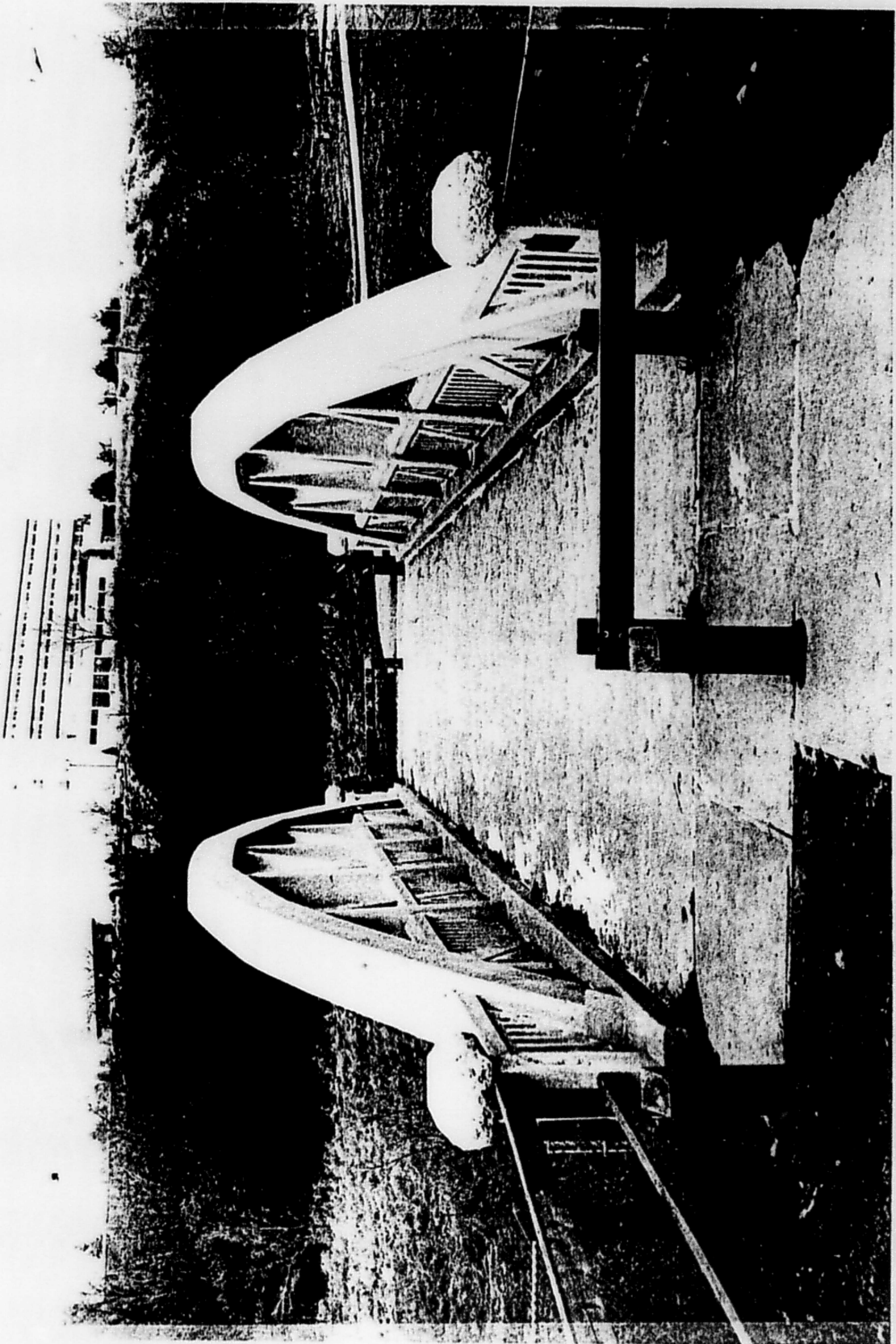
View of the north facade of the Bridge.



View of the north facade of the Bridge.

.../C6

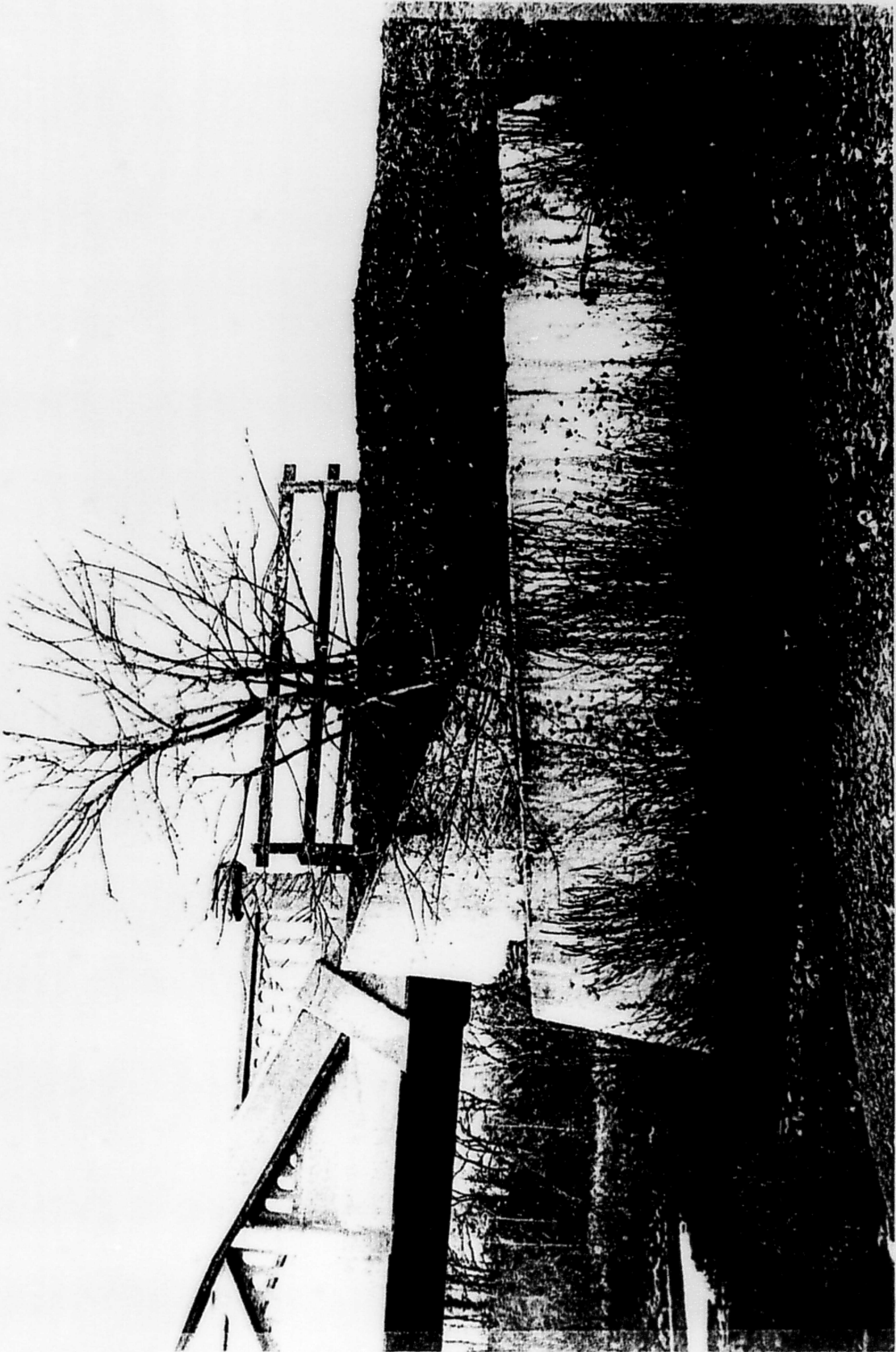
PHOTOGRAPH 5



View of the Bridge from the west side of
the river.

.../C7

PHOTOGRAPH 6



view of the concrete wing wall at the
southern-most corner of the east end of
the Bridge.

.../C8

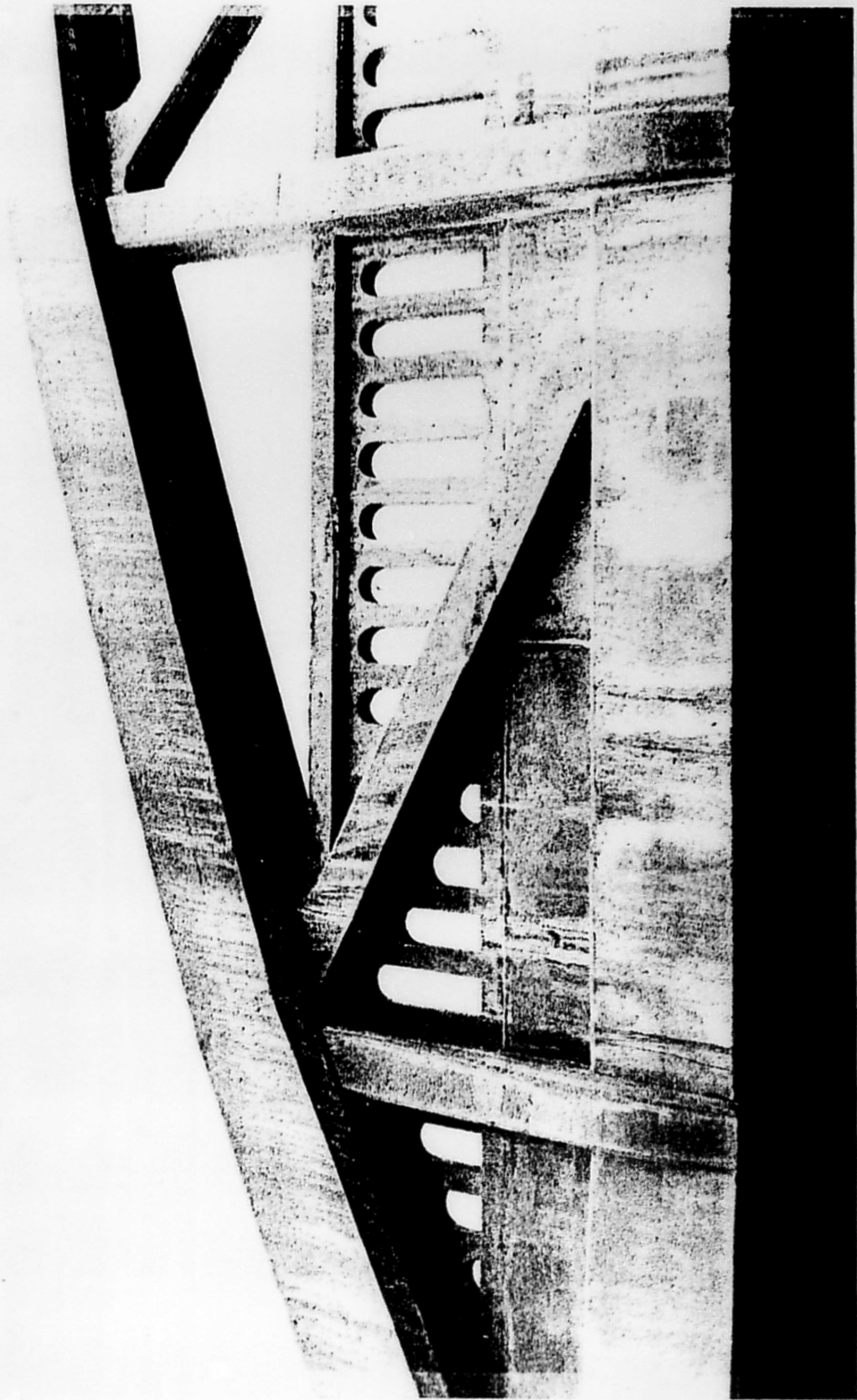
PHOTOGRAPH 7



Close-up view of the concrete balustrade
near the southern-most corner of the
east end of the Bridge.

.../C9

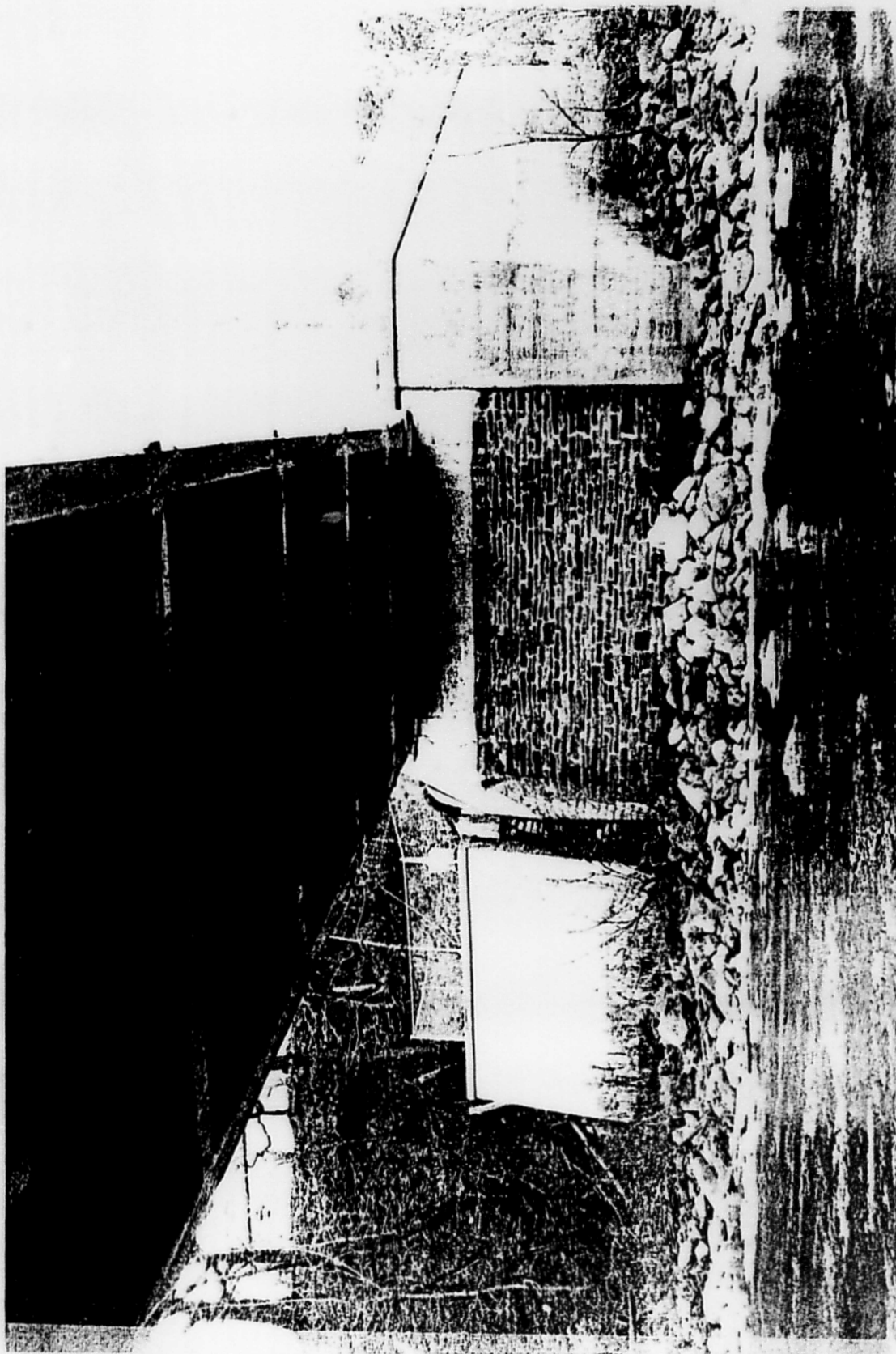
PHOTOGRAPH 8



Close-up view of the concrete railing
and side arch supports on the southerly
side of the Bridge.

.../C10

PHOTOGRAPH 9



View of underside the Bridge and the
supporting wall on the west bank.

.../C11

PHOTOGRAPH 10



Close-up view from under the Bridge
of the supporting wall on the west
bank showing brick construction.

PROVINCE OF ONTARIO	)	IN THE MATTER OF
	)	the Ontario Heritage
MUNICIPALITY OF	)	Act, R.S.O. 1990,
	)	c. O. 18
METROPOLITAN TORONTO	)	
	)	

C O N S E N T

Pursuant to section 10 (1) (b) of the Ontario Heritage Act, R.S.O. 1990, c.O.18, and delegated authority pursuant to section 7 (1) of the Ministry of Citizenship and Culture Act, R.S.O. 1990, c.M.18, I, the undersigned Assistant Deputy Minister, Culture Division, Ministry of Culture, Tourism and Recreation for the Province of Ontario, do hereby consent to the execution by the Ontario Heritage Foundation of the attached Easement Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA and THE CORPORATION OF THE CITY OF ETOBICOKE, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 5th day of March, 1993, and do hereby certify that the said Easement Agreement is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto this day of , 19 . .

Jane Marlatt,
Assistant Deputy Minister,
Culture Division,
Ministry of Culture and
Communications

Document General

Form 4 — Land Registration Reform Act

D

FOR OFFICE USE ONLY

(1) Registry ☒	Land Titles ☐	(2) Page 1 of 19 pages
(3) Property Identifier(s)	Block	Property
(4) Nature of Document		Additional: See Schedule ☐
SUPPLEMENTARY AGREEMENT Ontario Heritage Act, section 22		
(5) Consideration		
TWO Dollars \$ 2.00		
(6) Description		
FIRSTLY: City of Mississauga, Regional Municipality of Peel: part Lot 3, Concession 1 South of Dundas Street, and part Un-Named Road, Plan TOR-15: Parts 1, 2 and 3, Plan 43R-13767. SECONDLY: City of Etobicoke, Municipality of Metropolitan Toronto: part Lot 13, Concession 2, and part Road Allowance between Concessions 2 and 3, Colonel Smith's Tract: Parts 4, 5 and 6, Reference Plan 64R-11165.		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch ☐	(b) Schedule for: Description ☒ Additional Parties ☐ Other ☒

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:

Covenants and easements pursuant to s R.S.O. 1990, c.O.18.

See Supplementary Agreement attached

ONTARIO HERITAGE FOUNDATION was founded by section 1(d) of the Ontario Heritage Act, R.S.O. 1980, c.337, which corporate name was changed by section 1 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, which came into force on 31 December 1991.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

Heritage Easement Agreements Nos. 829470 (Peel) and TB481898 (Toronto)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

ONTARIO HERITAGE FOUNDATION

by its solicitor C. Scott Allington

1993

(11) Address for Service

10 Adelaide Street East, Toronto, Ont. M5C 1J3

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

(15) Document Prepared by:

"Middle Road Bridge"
Sherway Road
Mississauga/Etobicoke

C. SCOTT ALLINGTON
Legal Services Branch
Ministry of Culture and Communications: 2nd Floor
77 Bloor Street West
Toronto, Ont. M7A 2R9 (DP)

Fees and Tax

Registration Fee

Total

FOR OFFICE USE ONLY

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT dated as of 5th day of March, 1993.

BETWEEN:

THE CORPORATION OF THE CITY OF
MISSISSAUGA and
THE CORPORATION OF THE CITY OF
ETOBICOKE,

(hereinafter called the "Cities")

OF THE FIRST PART;

- and -

ONTARIO HERITAGE FOUNDATION,
a body corporate continued by
the Ontario Heritage Act,
R.S.O. 1990, c.O.18;

(hereinafter called the "Foundation")

OF THE SECOND PART.

WHEREAS a certain bridge known as the Middle Road Bridge, crossing the Etobicoke Creek between the City of Mississauga and the City of Etobicoke (hereinafter called the "Bridge"), situate on the real property more particularly described in Appendix "A" and Appendix "B" attached hereto (hereinafter called the "Property"), is under the joint jurisdiction and control of the Cities under the provisions of Section 38 of the Regional Municipalities Act, R.S.O. 1990, c. R.8;

AND WHEREAS by section 7(c) of the Ontario Heritage Act, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 10(1)(b) of the Ontario Heritage Act, the Foundation is entitled to enter into agreements, covenants and easements with owners of real property, or interests therein, for the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 22 of the Ontario Heritage Act, such covenants and easements entered into by the Foundation, when registered in the proper land registry office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the Foundation or its assignee against the Cities or any subsequent owners of the real property, even where the Foundation owns no other land which would be accommodated or benefitted by such covenants and easements;

AND WHEREAS the Cities and the Foundation entered into an easement agreement for the conservation, protection and preservation of the historical, architectural, aesthetic and scenic character and condition of the Bridge (hereinafter called the "Easement Agreement"), dated the 15th day of June, 1987 and registered on December 17th, 1987, in the land registry office for the Registry Division of Peel (No. 43) as No. 829470 and in the land registry office for the Registry Division of Toronto Boroughs as No. TB 471898;

AND WHEREAS paragraph 12.1 of the Easement Agreement provided for the execution of an agreement (hereinafter called the "Supplementary Agreement") containing photographs, drawings and other material depicting the Property and the Bridge which would be supplemental to and form a part of the Easement Agreement;

AND WHEREAS the Foundation has made photographs, drawings and other material depicting the Property and the Bridge;

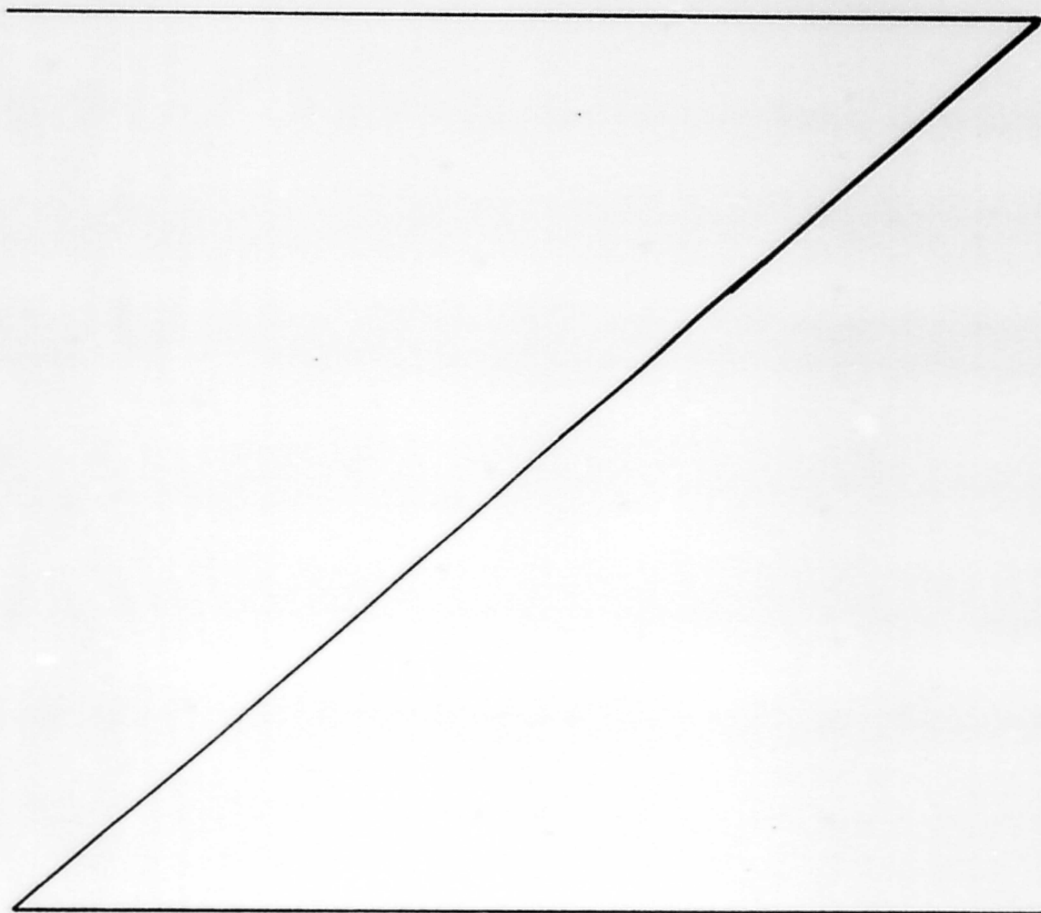
AND WHEREAS the Foundation was formerly described as The Ontario Heritage Foundation by section 1(d) of the Ontario Heritage Act, R.S.O 1980, c.337, which corporate name was changed by section 1 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, which came into force on December 31st, 1991;

NOW THEREFORE THIS SUPPLEMENTARY AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Foundation to the Cities (the receipt of which is hereby acknowledged), and for other valuable consideration, the Cities and the Foundation agree as follows:

1. The photographs, drawings and other material attached hereto and incorporated herein as Appendix "C", and the originals or facsimiles thereof which are filed in and may be examined at the Archives of Ontario, depict the Property and the Bridge and no demolition, construction, reconstruction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Bridge as depicted in the said photographs, drawings and material shall be undertaken, permitted or carried out without the prior written approval of the Foundation as described in the Easement Agreement.

2. The provisions of this Supplementary Agreement shall be deemed to be and form part of the Easement Agreement as if originally included therein and all terms, conditions, covenants, easements and restrictions of the Easement Agreement shall remain in effect and shall continue to run with the Property and the Bridge forever.

3. This Supplementary Agreement and the Easement Agreement of which it forms a part embody the entire agreement of the parties hereto with regard to the matters dealt with herein and no understandings, representations or agreements, verbal, collateral or otherwise exist between the parties except as herein expressly set out.



FOR OFFICE USE ONLY

TB920031

RECEIVED
LAND REGISTRATION
DIVISION
SEP 15 1993

SEP 15 1993

LAND REGISTRATION

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒	Land Titles ☐	(2) Page 1 of 19 pages
(3) Property Identifier(s)		Block Property
(4) Nature of Document SUPPLEMENTARY AGREEMENT Ontario Heritage Act, section 22		
(5) Consideration TWO Dollars \$ 2.00		
(6) Description FIRSTLY: City of Mississauga, Regional Municipality of Peel: part Lot 3, Concession 1 South of Dundas Street, and part Un-Named Road, Plan TOR-15: Parts 1, 2 and 3, Plan 43R-13767. SECONDLY: City of Etobicoke, Municipality of Metropolitan Toronto: part Lot 13, Concession 2, and part Road Allowance between Concessions 2 and 3, Colonel Smith's Tract: Parts 4, 5 and 6, Reference Plan 64R-11165.		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch ☐	(b) Schedule for: Description ☒ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

Covenants and easements pursuant to section 22 of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

See Supplementary Agreement attached.

ONTARIO HERITAGE FOUNDATION was formerly described as THE ONTARIO HERITAGE FOUNDATION by section 1(d) of the Ontario Heritage Act, R.S.O. 1980, c.337, which corporate name was changed by section 1 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, which came into force on 31 December 1991.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

Heritage Easement Agreements Nos. 829470 (Peel) and TB481898 (Toronto)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

ONTARIO HERITAGE FOUNDATION

by its solicitor C. Scott Allington

C. Scott Allington

1993 09 08

(11) Address for Service

10 Adelaide Street East, Toronto, Ont. M5C 1J3

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

(15) Document Prepared by:

"Middle Road Bridge"
Sherway Road
Mississauga/Etobicoke

C. SCOTT ALLINGTON
Legal Services Branch
Ministry of Culture and
Communications: 2nd Floor
77 Bloor Street West
Toronto, Ont. M7A 2R9 (DP)

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document General

Form 4 — Land Registration Reform Act

D

FOR OFFICE USE ONLY R01049543 '93 10 8 12 47 New Property Identifiers Additional: See Schedule ☐ Executions Additional: See Schedule ☐	(1) Registry ☒ Land Titles ☐	(2) Page 1 of 19 pages		
	(3) Property Identifier(s)	Block	Property	Additional: See Schedule ☐
	(4) Nature of Document SUPPLEMENTARY AGREEMENT Ontario Heritage Act, section 22			
	(5) Consideration TWO Dollars \$ 2.00			
	(6) Description FIRSTLY: City of Mississauga, Regional Municipality of Peel: part Lot 3, Concession 1 South of Dundas Street, and part Un-Named Road, Plan TOR-15: Parts 1, 2 and 3, Plan 43R-13767. SECONDLY: City of Etobicoke, Municipality of Metropolitan Toronto: part Lot 13, Concession 2, and part Road Allowance between Concessions 2 and 3, Colonel Smith's Tract: Parts 4, 5 and 6, Reference Plan 64R-11165.			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch ☐	(b) Schedule for: Description ☒ Additional Parties ☐ Other ☒	

(8) This Document provides as follows:

Covenants and easements pursuant to section 22 of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

See Supplementary Agreement attached.

ONTARIO HERITAGE FOUNDATION was formerly described as THE ONTARIO HERITAGE FOUNDATION by section 1(d) of the Ontario Heritage Act, R.S.O. 1980, c.337, which corporate name was changed by section 1 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, which came into force on 31 December 1991.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) Heritage Easement Agreements Nos. 829470 (Peel) and TB481898 (Toronto)			
(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D			
ONTARIO HERITAGE FOUNDATION by its solicitor C. Scott Allington		C. Scott Allington 1993 09 08	
(11) Address for Service 10 Adelaide Street East, Toronto, Ont. M5C 1J3			
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D			
(13) Address for Service			
(14) Municipal Address of Property "Middle Road Bridge" Sherway Road Mississauga/Etobicoke		(15) Document Prepared by: C. SCOTT ALLINGTON Legal Services Branch Ministry of Culture and Communications: 2nd Floor 77 Bloor Street West Toronto, Ont. M7A 2R9 (DP)	
FOR OFFICE USE ONLY		Fees and Tax	
		Registration Fee	
		Total	

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT dated as of 5th day of March, 1993.

BETWEEN:

THE CORPORATION OF THE CITY OF
MISSISSAUGA and
THE CORPORATION OF THE CITY OF
ETOBICOKE,

(hereinafter called the "Cities")

OF THE FIRST PART;

- and -

ONTARIO HERITAGE FOUNDATION,
a body corporate continued by
the Ontario Heritage Act,
R.S.O. 1990, c.O.18,

(hereinafter called the "Foundation")

OF THE SECOND PART.

WHEREAS a certain bridge known as the Middle Road Bridge, crossing the Etobicoke Creek between the City of Mississauga and the City of Etobicoke (hereinafter called the "Bridge"), situate on the real property more particularly described in Appendix "A" and Appendix "B" attached hereto (hereinafter called the "Property"), is under the joint jurisdiction and control of the Cities under the provisions of Section 38 of the Regional Municipalities Act, R.S.O. 1990, c. R.8;

AND WHEREAS by section 7(c) of the Ontario Heritage Act, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 10(1)(b) of the Ontario Heritage Act, the Foundation is entitled to enter into agreements, covenants and easements with owners of real property, or interests therein, for the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 22 of the Ontario Heritage Act, such covenants and easements entered into by the Foundation, when registered in the proper land registry office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the Foundation or its assignee against the Cities or any subsequent owners of the real property, even where the Foundation owns no other land which would be accommodated or benefitted by such covenants and easements;

AND WHEREAS the Cities and the Foundation entered into an easement agreement for the conservation, protection and preservation of the historical, architectural, aesthetic and scenic character and condition of the Bridge (hereinafter called the "Easement Agreement"), dated the 15th day of June, 1987 and registered on December 17th, 1987, in the land registry office for the Registry Division of Peel (No. 43) as No. 829470 and in the land registry office for the Registry Division of Toronto Boroughs as No. TB 471898;

AND WHEREAS paragraph 12.1 of the Easement Agreement provided for the execution of an agreement (hereinafter called the "Supplementary Agreement") containing photographs, drawings and other material depicting the Property and the Bridge which would be supplemental to and form a part of the Easement Agreement;

AND WHEREAS the Foundation has made photographs, drawings and other material depicting the Property and the Bridge;

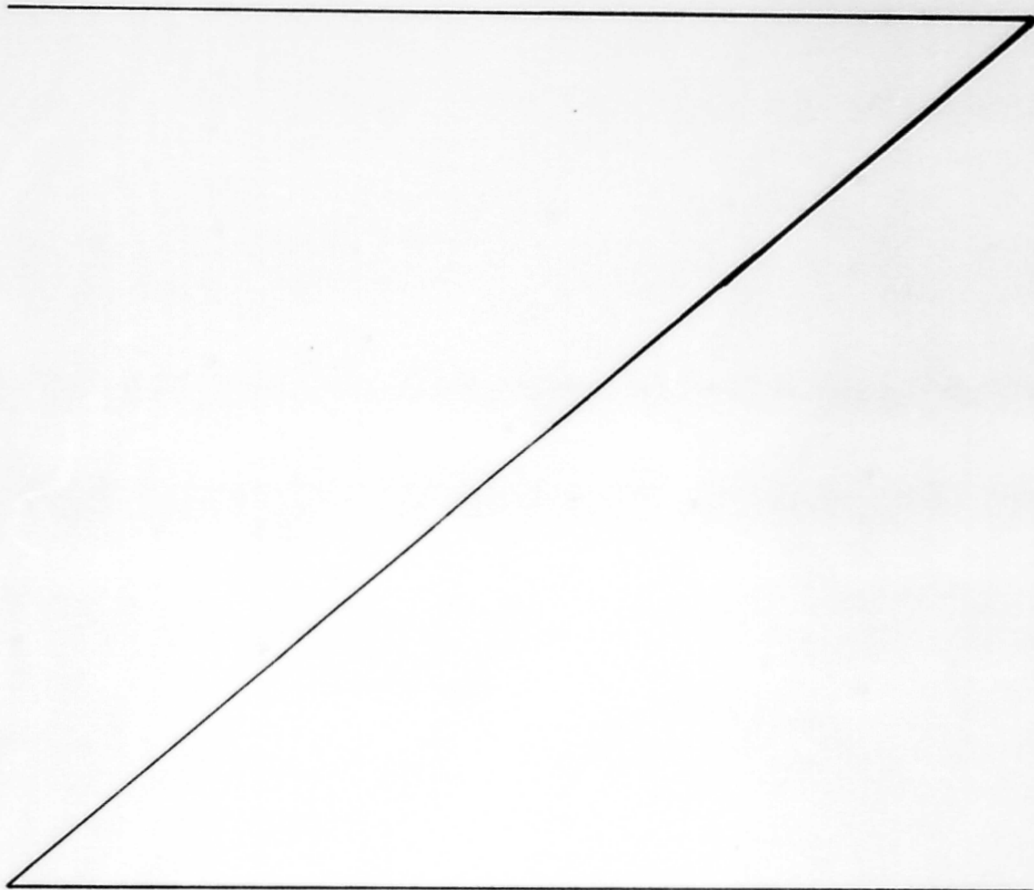
AND WHEREAS the Foundation was formerly described as The Ontario Heritage Foundation by section 1(d) of the Ontario Heritage Act, R.S.O 1980, c.337, which corporate name was changed by section 1 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, which came into force on December 31st, 1991;

NOW THEREFORE THIS SUPPLEMENTARY AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Foundation to the Cities (the receipt of which is hereby acknowledged), and for other valuable consideration, the Cities and the Foundation agree as follows:

1. The photographs, drawings and other material attached hereto and incorporated herein as Appendix "C", and the originals or facsimiles thereof which are filed in and may be examined at the Archives of Ontario, depict the Property and the Bridge and no demolition, construction, reconstruction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Bridge as depicted in the said photographs, drawings and material shall be undertaken, permitted or carried out without the prior written approval of the Foundation as described in the Easement Agreement.

2. The provisions of this Supplementary Agreement shall be deemed to be and form part of the Easement Agreement as if originally included therein and all terms, conditions, covenants, easements and restrictions of the Easement Agreement shall remain in effect and shall continue to run with the Property and the Bridge forever.

3. This Supplementary Agreement and the Easement Agreement of which it forms a part embody the entire agreement of the parties hereto with regard to the matters dealt with herein and no understandings, representations or agreements, verbal, collateral or otherwise exist between the parties except as herein expressly set out.



4. This Supplementary Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

SIGNED, SEALED
AND DELIVERED

Document Execution
Authorized by
City of Mississauga

By-Law No. 339-93

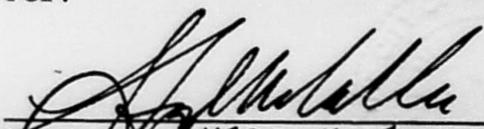
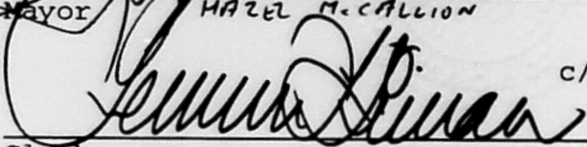
APPROVED
AS TO FORM
OF EXECUTION
City Solicitor
MISSISSAUGA

M.B.

Date 93 07 11

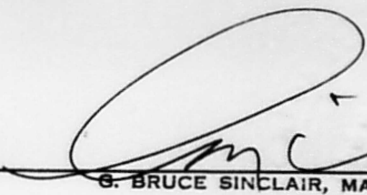
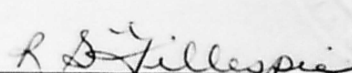
) THE CORPORATION OF THE CITY OF
) MISSISSAUGA

) Per:

) 
) Mayor HAZEL MCCALLION
)  c/s
) Clerk TERENCE JULIAN

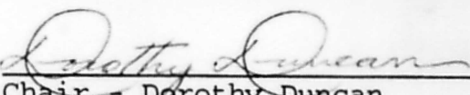
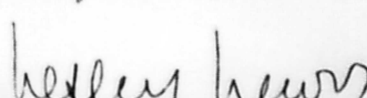
) THE CORPORATION OF THE CITY
) OF ETOBICOKE

) Per:

) 
) Mayor G. BRUCE SINCLAIR, MAYOR
)  c/s
) Clerk RONALD S. GILLESPIE, CITY CLERK

) ONTARIO HERITAGE FOUNDATION

) Per:

) 
) Chair Dorothy Duncan
)  c/s
) Secretary or Treasurer or
) or Chief Operating Officer
) Executive Director
LESLEY LEWIS

APPENDIX "A"

Attached to and forming part of the Supplementary Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA and THE CORPORATION OF THE CITY OF ETOBICOKE, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of March 5, 1993.

DESCRIPTION OF THE PROPERTY

CITY OF MISSISSAUGA

City of Mississauga,
Regional Municipality of Peel
(formerly Township of Toronto, County of Peel).
Registry Division of Peel.

FIRSTLY:

Part Lot 3, Concession 1 South of Dundas Street:
Part 1, Plan 43R-13767.

BEING established as part of Sherway Drive by Toronto Township Bylaw No. 3301 (registered as Instrument By-Law 764).

SECONDLY:

Part of the Un-Named Road, Plan TOR-15:
Part 2, Plan 43R-13767.

BEING established as part of Sherway Drive by the said Bylaw 3301.

THIRDLY:

Part Lot 3, Concession 1 South of Dundas Street:
Part 3, Plan 43R-13767.

BEING established as part of Sherway Drive by Toronto Township Bylaw No. 5045 (registered as Instrument By-Law 938).

The said Parts 1, 2 and 3 having been closed to vehicular traffic by Toronto Township Bylaw No. 9505, registered as No. 238792 VS.

APPENDIX "B"

Attached to and forming part of the Supplementary Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA and THE CORPORATION OF THE CITY OF ETOBICOKE, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of March 5, 1993.

DESCRIPTION OF THE PROPERTY

CITY OF ETOBICOKE

City of Etobicoke,
Municipality of Metropolitan Toronto.
Registry Division of Metropolitan Toronto.

FIRSTLY:

Part Road Allowance between Concessions 2 and 3, Colonel Smith's Tract: Parts 4 and 6, Plan 64R-11165.

BEING established as part of Sherway Drive by Etobicoke By-Law No. 10832 (registered as Instrument Bylaw 2855).

SECONDLY:

Part Lot 13, Concession 2, Colonel Smith's Tract:
Part 5, Plan 64R-11165.

BEING established as public highway by Etobicoke Bylaw No. 1986-105 and Mississauga Bylaw No. 621-86 (registered as Nos. TB335255 and TB335179 respectively).

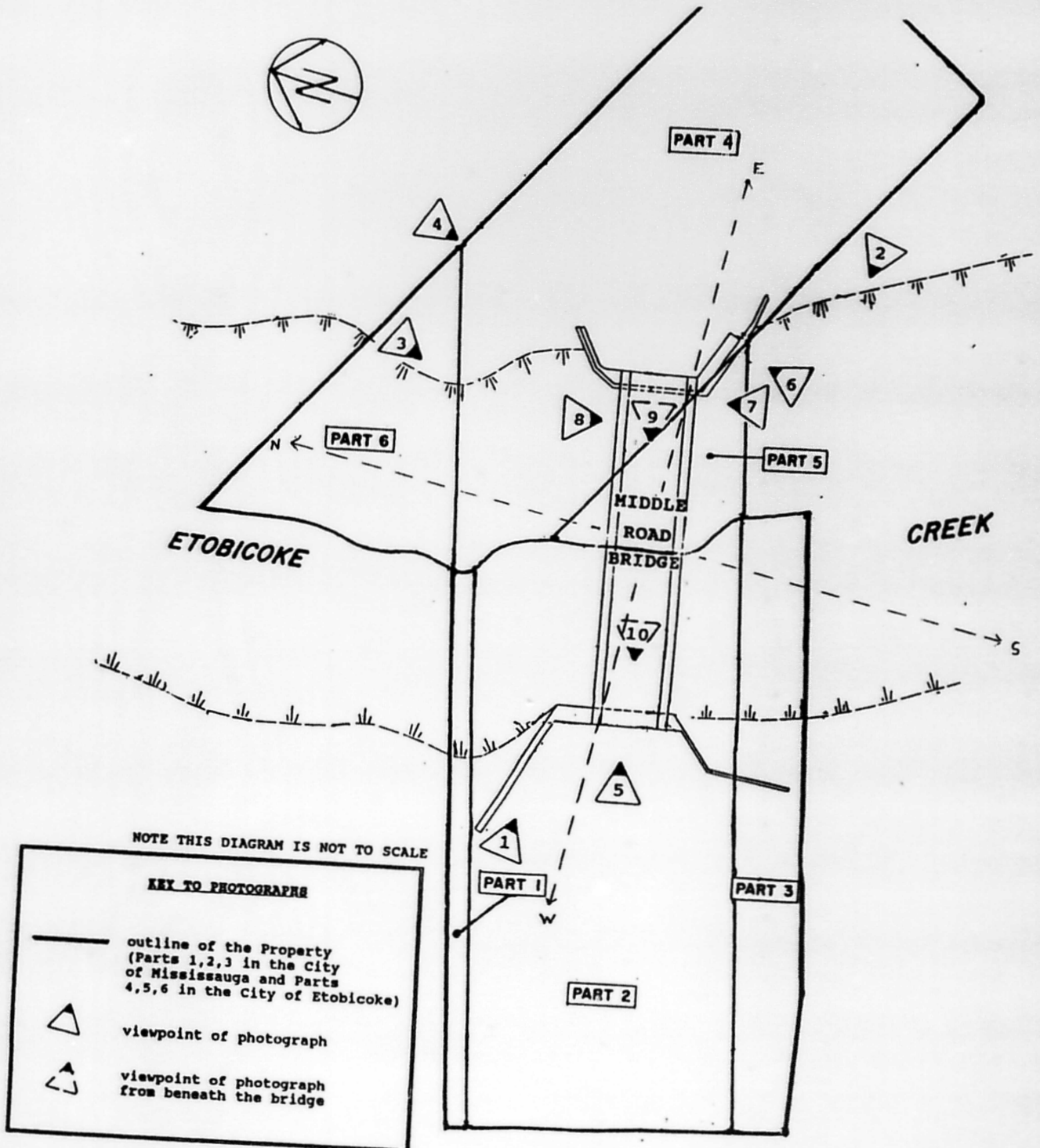
The said Parts 4, 5 and 6 having been closed to vehicular traffic by Etobicoke Bylaw No. 1992-146, registered as No. TB 879034.

APPENDIX "C"

Attached to and forming part of the Supplementary Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA and THE CORPORATION CITY OF ETOBICOKE, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of March 5, 1993.

1. SITE PLAN FOR THE MIDDLE ROAD BRIDGE.
2. PHOTOGRAPHS OF THE MIDDLE ROAD BRIDGE.

1. SITE PLAN FOR THE MIDDLE ROAD BRIDGE.



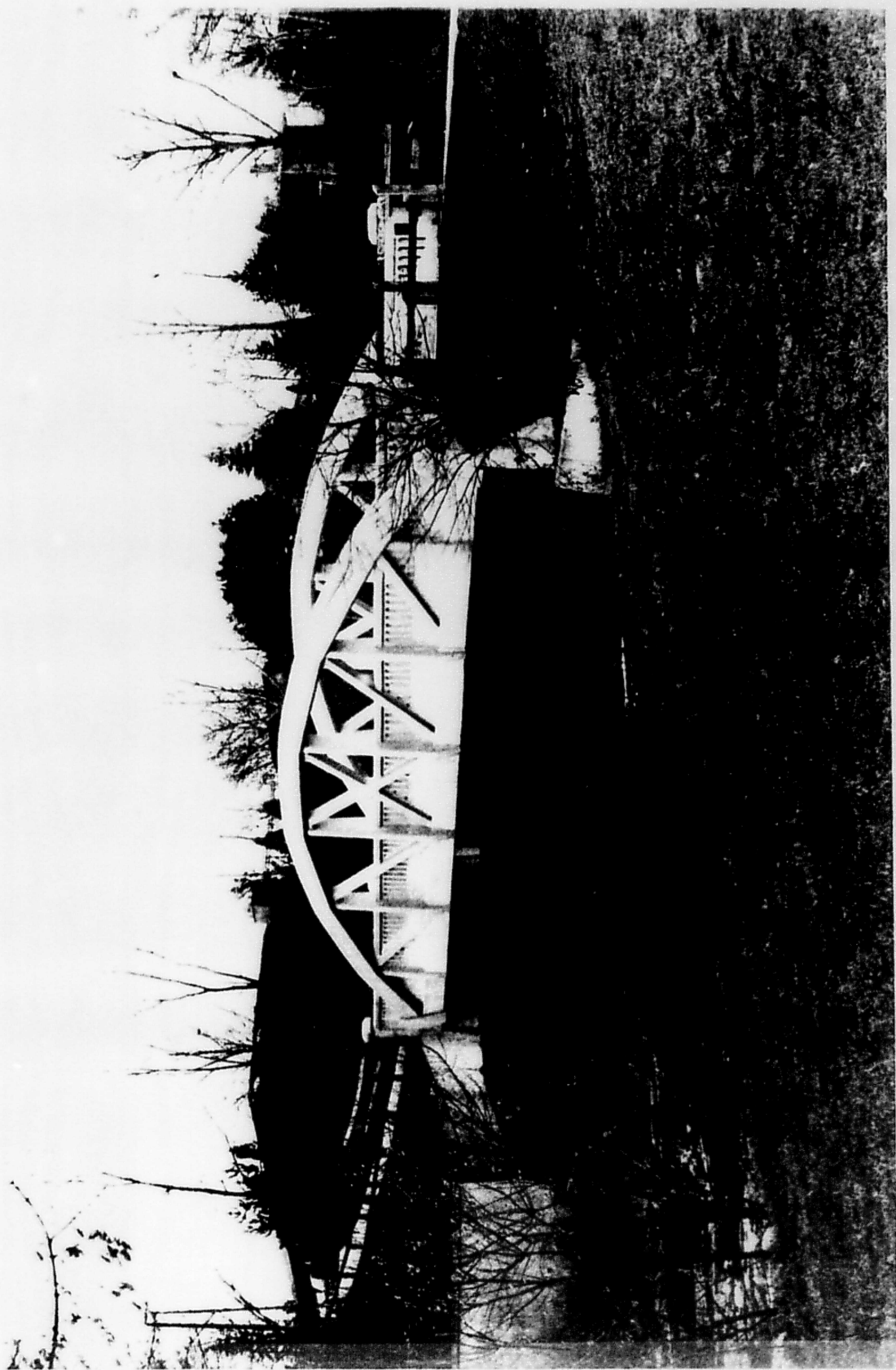
2. PHOTOGRAPHS OF THE MIDDLE ROAD BRIDGE

PHOTOGRAPH 1



View of the west end of the Bridge from
near Sherway Drive.

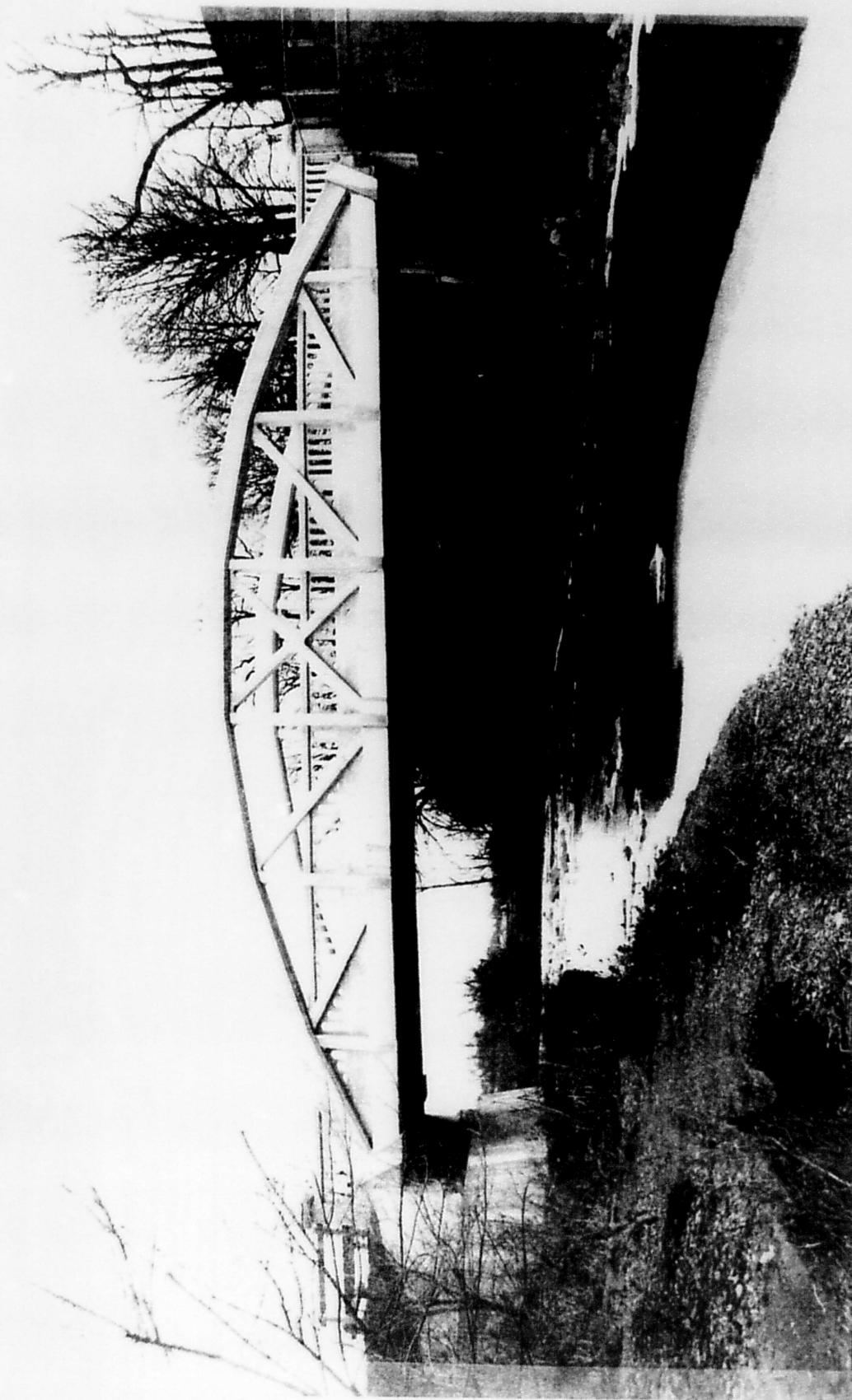
PHOTOGRAPH 2



View of the south facade of the
Bridge.

.../C4

PHOTOGRAPH 3



View of the north facade of the Bridge.



View of the north facade of the Bridge.

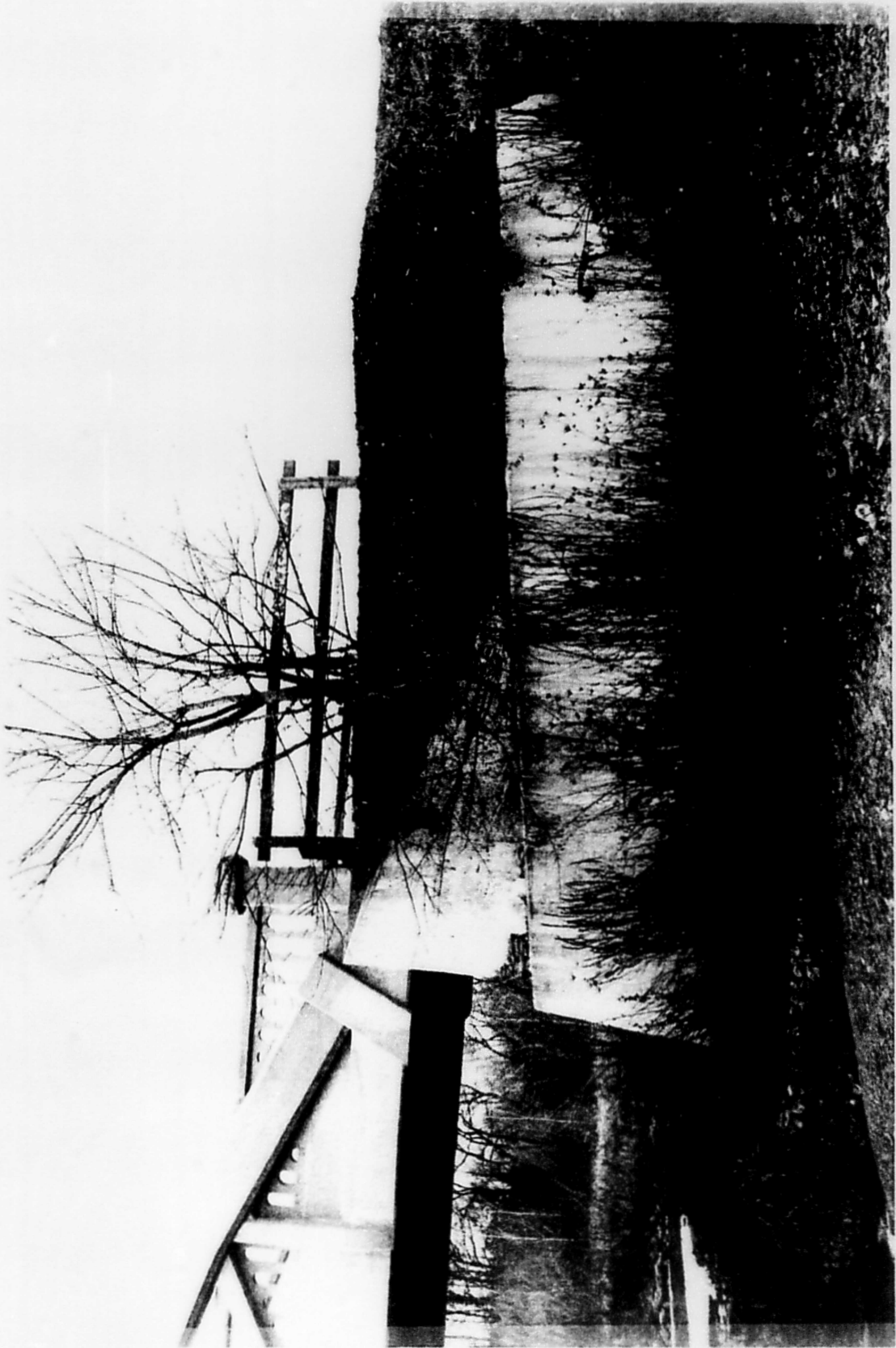
PHOTOGRAPH 5



View of the Bridge from the west side of
the river.

.../C7

PHOTOGRAPH 6



view of the concrete wing wall at the
southern-most corner of the east end of
the Bridge.

.../C8

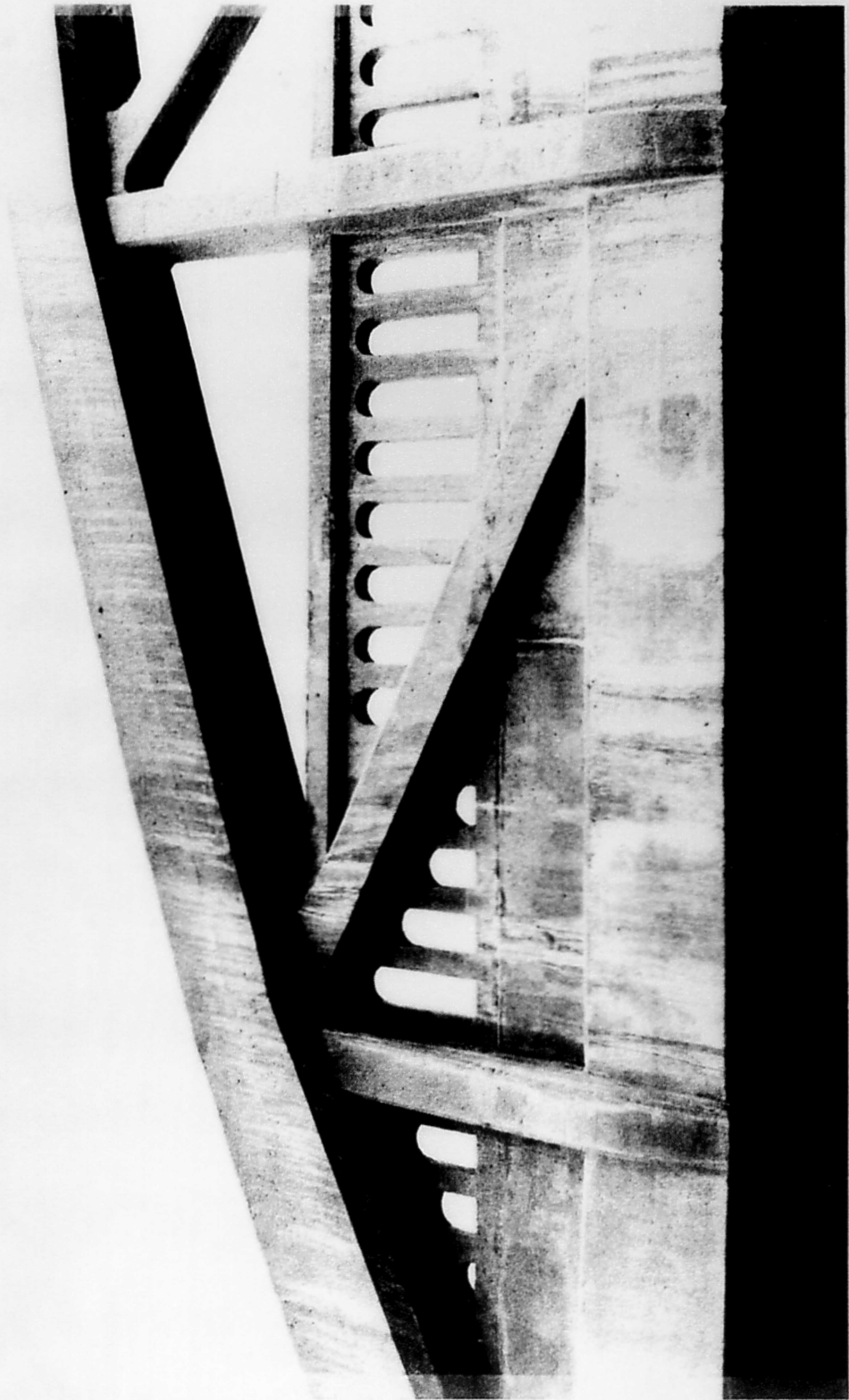
PHOTOGRAPH 7



Close-up view of the concrete balustrade
near the southern-most corner of the
east end of the Bridge.

.../C9

PHOTOGRAPH 8



Close-up view of the concrete railing
and side arch supports on the southerly
side of the Bridge.

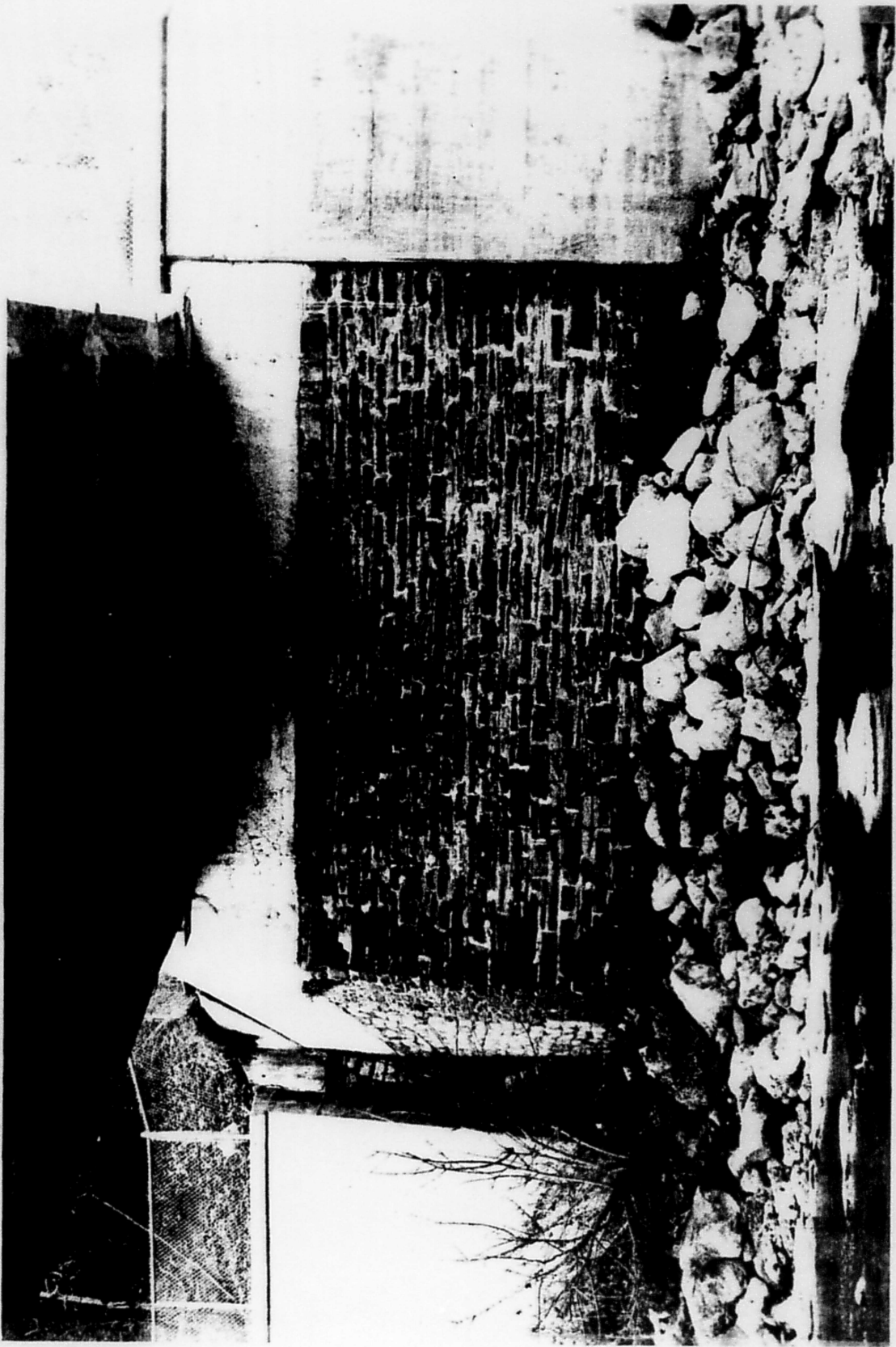
.../C10

PHOTOGRAPH 9



View of underside the Bridge and the
supporting wall on the west bank.

.../C11



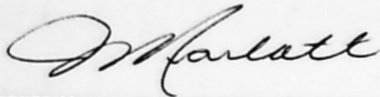
Close-up view from under the Bridge
of the supporting wall on the west
bank showing brick construction.

Additional Property Identifier(s) and/or Other Information

CONSENT

Pursuant to section 10(1)(b) of the Ontario Heritage Act, R.S.O. 1990, c.O.18, and delegated authority pursuant to section 7(1) of the Ministry of Citizenship and Culture Act, R.S.O. 1990, c.M.18, I, the undersigned Assistant Deputy Minister, Culture Division, Ministry of Culture, Tourism and Recreation for the Province of Ontario, hereby consent to the execution by the Ontario Heritage Foundation of the attached Supplementary Easement Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA and THE CORPORATION OF THE CITY OF ETOBICOKE as Owners and the ONTARIO HERITAGE FOUNDATION, dated as of March 5, 1993, and hereby certify that the said document is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto this 8th day of September 1993



JANE MARLATT
Assistant Deputy Minister
Culture Division
Ministry of Culture, Tourism and Recreation



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 340-93

**A By-law to authorize the execution of a
Lease Agreement**

WHEREAS The Corporation of the City of Mississauga desires to enter into a Lease Agreement with respect to lands being Part of Lot 4, Range 1 South of Dundas Street, Racey Tract being a closed-out portion of Jarvis Street by By-law 123-83 and part of Dundas Street West;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That the Lease Agreement dated the 1st day of October 1991 submitted by Beam of Mississauga for a term of five (5) years commencing October 1, 1991 and ending September 30th, 1996 at an annual rent of \$720.00 for the untravelled part of closed-out Jarvis Street by By-law 123-83 required for parking purposes, be signed by the Mayor and Clerk and the corporate seal be affixed thereto.

ENACTED and PASSED this 14th day of July, 1993.


MAYOR

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MGM			
Date	93	07	13


CLERK

REPEALED BY
BY-LAW 416-93



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **341-93**

**A By-law to authorize the execution of a
Transfer of Easement**

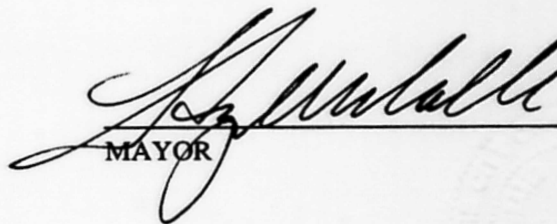
WHEREAS The Corporation of the City of Mississauga desires to convey permanent easement to the Mississauga Hydro Electric Commission;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Transfer of Easement in favour of the Mississauga Hydro-Electric Commission over Part of Parcel Plan 1, Section 43M-872, being part of Block 65, Plan 43M-872 designated as Part 74 on Plan 43R-16664, City of Mississauga, Regional Municipality of Peel be executed by the Mayor and Clerk and the corporate seal be affixed thereto.

ENACTED and PASSED this *14th* day of *July*, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
<i>MB</i>		
Date	<i>93</i>	<i>07 11</i>


MAYOR


CLERK

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

FOR OFFICE USE ONLY

(1) Registry ☐	Land Titles ☒	(2) Page 1 of 10 pages
(3) Property Identifier(s)		Block _____ Property _____
		Additional: See Schedule ☐

(4) Consideration

Two----- Dollars \$2.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

Part of Parcel Plan - 1, Section 43M-872, City of Mississauga, Regional Municipality of Peel, being composed of Part of Block 65, according to Plan 43M-872, designated as Part 74, on Plan 43R-16664.

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(6) This Document Contains	(a) Release of Lien New Easement ☒ Plan Sketch	(b) Schedule for: Description ☒ Additional Parties ☐ Other ☒	(7) Interest/Estate Transferred Fee Simple EASEMENT
----------------------------	--	---	--

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE CITY OF MISSISSAUGA	<i>[Signature]</i>	1993 07 14
MAYOR HAZEL McCALLION	<i>[Signature]</i>	1993 07 14
TERENCE L. JULIAN, CITY CLERK	<i>[Signature]</i>	1993 07 14

WE HAVE THE AUTHORITY TO BIND THE CORPORATION UNDER BY-LAW # 341-93

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y M D

(10) Transferor(s) Address for Service 300 City Centre, Drive, Mississauga, Ontario, L5B 3C1.

(11) Transferee(s)

	Date of Birth Y M D
MISSISSAUGA HYDRO-ELECTRIC COMMISSION	

(12) Transferee(s) Address for Service 3240 Mavis Road, Mississauga, Ontario L5C 3K1

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature	Date of Signature Y M D
<i>[Signature]</i>	

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Signature	Date of Signature Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Signature	Date of Signature Y M D

(15) Assessment Roll Number of Property _____ City _____ Mun. _____ Map _____ Sub. _____ Par. _____ NOT ASSIGNED

(16) Municipal Address of Property	(17) Document Prepared by:	Fees and Tax
NOT ASSIGNED	Herbert L. Wisebrod (s1)	
	BRATTY AND PARTNERS	
	4950 Yonge St., 20th Fl.	
	North York, Ont., M2N 6K1	Registration Fee
	(EMDC - N.202C/203)	Land Transfer Tax
		Total

Planning Act — OPTIONAL

Affix Statement by Solicitor for Transferee(s) here if necessary

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

The Transferor transfers to the Transferee the rights, interests and easements hereinafter described (to be used and enjoyed as appurtenant to the lands of the Transferee described in Schedule "B" hereto) namely:

Right to
install
services
on
easements

The free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain its underground lines of electrical power and service forming part of its continuous lines and facilities between its lands as described in the said Schedule "B" and the premises of its customers including all buried wires, service wires, cables, conduits, conduit structures, markers, fixtures, and all equipment, appurtenances or accessories thereto whether buried or surface mounting as the above Transferee may from time to time, or at any time hereafter deem requisite, upon, over, under, along and across the lands described in Schedule "A" hereto for use as required by the business carried on by the Transferee;

Right to
install
services
to
customers
premises

As well as to enter on and construct, repair, replace, operate and maintain all such underground service wires and all appurtenances as the above Transferee may from time to time or at any time hereafter deem requisite upon, over, under, along and across such portions of lands described in Schedule "C" as may from time to

HM-933





Schedule

Form 5 — Land Registration Reform Act, 1984

W. E. & J. R. HANCOCK CO. LIMITED
Form No. 990

Page 3

S

Additional Property Identifier(s) and/or Other Information

time be unencumbered by any building or other structure, fences excepted, for the purpose of furnishing electrical power and service to the buildings and structures from time to time existing on the lands described in the said Schedule "C" and adjoining lands;

Right of
entry for
agents and
equipment

TOGETHER WITH the right of free, uninterrupted and unobstructed access for the above Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over the lands described in the said Schedules "A" and "C" from the lands abutting thereon to and from the places where any of the said lines of electrical power and service and any part or parts thereof are to be constructed, repaired, replaced, operated and maintained;

Right to install temporary overhead services on easements

AS WELL AS the right to enter on and construct, repair, replace, operate and maintain for temporary periods, the duration of which periods to be at the discretion of the above Transferee, its above ground lines of electrical power and service forming part of its continuous lines and facilities between its lands as described in Schedule "B" hereto and the premises of its customers including all necessary poles, wires,

HM-933

Hydro Mississauga

Solicitors Approval

10/13/10 1986

FI	WI	SI	MI
----	----	----	----

Additional Property Identifier(s) and/or Other Information

service wires and cables, overhead guys, anchors, equipment, appurtenances, or accessories thereto, as the above Transferee may, from time to time or at any time hereafter, deem requisite upon, over, under, along and across the lands described in Schedule "A" hereto;

Right to
install
temporary
overhead
services
to customers
premises

AS WELL AS the right to enter on and construct, repair, replace, operate and maintain for such temporary periods, all such above ground service wires and all appurtenances thereto as the above Transferee may from time to time or at any time hereafter deem requisite upon, over, under, along, and across such portions of lands described in Schedule "C" as may from time to time be unencumbered by any building or other structure, fences excepted, for the purpose of furnishing electrical power and service to the buildings or structures from time to time existing on the lands described in the said Schedule "C" and adjoining lands.

Right to
trim trees
and shrubs
and remove
boulders

TOGETHER ALSO WITH the right to remove by any means necessary any boulders or rocks which may be encountered in constructing the said electrical power and service facilities and to trim any trees, shrubs or other vegetation and to sever their roots which now or from time to time are growing upon, over, under, along or across the lands described in Schedules "A" and "C" so as to keep lines and facilities permitted herein clear for a distance of at least two feet in any direction.

HM-933

Hydro Mississauga
Director's Approval
[Signature]
JAN 11 1986

FOR OFFICE
USE ONLY

Additional Property Identifier(s) and/or Other Information

Acceptable
encroach-
ments on
flankage
easements

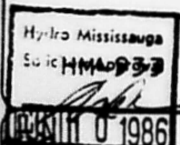
PROVIDED that any footings or overhangings, including eaves, eavestroughs, downpipes, window sills and chimney breasts of any building or buildings erected or to be erected upon the lands described in Schedule "C" shall not be deemed to be encroachments upon the lands described in Schedule "A" if the Schedule "A" lands are along and adjacent to the side of the said building or buildings so as to create a flankage easement, but this provision shall not apply to any front or rear easement hereby transferred.

Obligation
to
restore
surface

The Transferee covenant that as soon as reasonably practicable after construction or repair of any lines or facilities permitted herein it will restore the surface of the lands described in Schedules "A" and "C" hereto to its approximate same condition and approximate same level as existed before the construction and repair of the said lines and facilities permitted herein.

Obligation
of
Transferor

And the Transferor shall have the full right to fully use and enjoy the Transferor's lands and covenants to maintain the lands described in Schedule "A" free of buildings or other structures, new shade or ornamental trees or shrubs, and the Transferor shall not make any alterations to the grade or drainage conditions of the said Schedule "A" lands without the written consent of the Transferee and shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected upon, over, in under and across the said Schedule "A" lands any pit, well, foundation, concrete pavement, building or other structure or installation or make any alterations to the grade or drainage



FOR OFFICIAL
USE ONLY



Schedule

Form 5 — Land Registration Reform Act, 1984

S

Page 6

Additional Property Identifier(s) and/or Other Information

conditions of the said Schedule "A" lands without the written consent of the above Transferee.

Notwithstanding any rule of law or equity and even though any of the Transferee's electrical power and service, facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.

Binding on
Heirs and
Successors

This agreement including all rights, privileges and benefits herein contained shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

HM-933

Hydro Mississauga
Solicitors Approval

10/10/1986

FOR OFFICIAL
USE ONLY

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

To the annexed easement

MADE BY

THE CORPORATION OF THE CITY OF MISSISSAUGA

"Transferor"

-TO-

MISSISSAUGA HYDRO-ELECTRIC COMMISSION,

"Transferee"

THE LANDS AND PREMISES being in the City of Mississauga, in the Regional Municipality of Peel, in the Province of Ontario, and being composed of Part~~x~~ of ~~XXXX~~ Block 65,

according to a plan registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Plan 43M- 872 and being designated as Part~~x~~ 74,

on a Reference Plan of Survey filed in the said Land Registry Office as Number 43R- 16664.

HM-933

Hydro Mississauga
Solicitors Approval

10/10/1986

FOR OFFICIAL
USE ONLY

Additional Property Identifier(s) and/or Other Information

SCHEDULE "B"

To the annexed easement

MADE BY

THE CORPORATION OF THE CITY OF MISSISSAUGA

"Transferor"

-TO-

MISSISSAUGA HYDRO-ELECTRIC COMMISSION

"Transferee"

PART I

The dominant lands of Mississauga Hydro-Electric Commission are the lands and premises situate, lying and being in the City of Mississauga, in the Region of Peel, formerly in the Township of Toronto in the County of Peel, and Province of Ontario, being composed of Part of Lot 21, Concession 1, North of Dundas Street, as more particularly described in Instrument registered in the Registry Office for the Registry Division of the Region of Peel as No. 175597.

HM-933

Hydro Mississauga

Solicitors Approval

10/10/1986

FOR OFFICIAL USE ONLY

10170 (12/84)

Additional Property Identifier(s) and/or Other Information

SCHEDULE "C"

To the annexed easement

MADE BY

THE CORPORATION OF THE CITY OF MISSISSAUGA

"Transferor"

-TO -

MISSISSAUGA HYDRO-ELECTRIC COMMISSION

"Transferee"

ALL AND SINGULAR those certain parcels or tracts of lands
and ~~premises~~ situate, lying and being in the City of
Mississauga, in the Regional Municipality of Peel, in the
Province of Ontario, and being composed of the whole of ~~XXXX~~
Block 65,
according to a Plan registered in the Land Titles Office for
the Land Titles Division of Peel (No. 43), as Plan 43M-872.

Hydro Mississauga
HM-933
Solicitors Approval

10 1986

FOR OFFICIAL
USE ONLY



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **342-93**

**A By-law to authorize the execution of an
Agreement to Secure an Easement**

WHEREAS The Corporation of the City of Mississauga desires to enter into an Agreement dated the 7th day of September 1992 with Murray John May to secure a storm drainage collector easement;

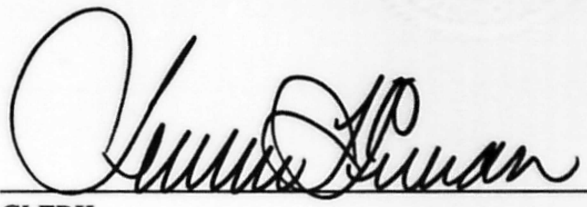
NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Agreement dated the 7th day of September 1992 between The Corporation of the City of Mississauga and Murray John May with respect to the storm drainage collector easement over Part of Lot 4, Concession 10, West of Hurontario Street, further designated as Part 4 on Plan 43R-16997, and any further documents resulting from the term of the Agreement be signed by the Mayor and Clerk and the corporate seal be affixed thereto.

ENACTED and PASSED this 14th day of July, 1993


MAYOR

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
MTB		
Date	93	07 11


CLERK

THIS AGREEMENT made the 21 day of September, 1992.

BETWEEN:

MURRAY JOHN MAY

(hereinafter called "the Owner"
of the First Part)

- and -

THE CORPORATION OF THE CITY OF
MISSISSAUGA

(hereinafter called the "the City"
of the Second Part

WHEREAS:

1. The Owner is the Owner of certain lands in the City of Mississauga, in the Regional Municipality of Peel being Part of Lot 4, Concession 10, West of Hurontario Street.
2. The Owner entered into an Offer to Sell with the Region, whereby the Owner agreed to transfer to The Regional Municipality of Peel (hereinafter referred to as "the Region") an easement for storm and sanitary sewers.
3. A copy of the said Offer to Sell is attached hereto as Schedule "A".
4. In accordance with the Offer to Sell a Transfer of Easement was executed by the Owner, with Clara Margaret May consenting thereto, in favour of the Region and this Transfer of Easement was registered on the 22nd day of August, 1989 as instrument number 907088.
5. It was subsequently discovered that the City should also have been a party to this easement and was omitted through inadvertance.
6. The Region has agreed to be responsible for rectifying this situation.
7. The Owner is agreeable to executing an amended Transfer of Easement provided the City acknowledges that it is bound by the terms of Schedule "B" of the Offer to Sell.

8. The City is agreeable to acknowledging that it is bound to the provisions of Schedule "B" as modified by this Agreement.

NOW THEREFORE in consideration of these premises and other good and valuable consideration the parties agree as follows:

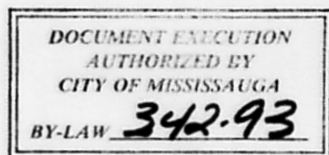
1. The City acknowledges that it is bound by the following provisions of Schedule "B" as modified herein:
 1. The City acknowledges that the Owner's water is provided via a well on his property and agrees to be responsible for any interference to the water supply as a result of the foundation drainage connector sewer (storm sewer) or any other construction related to the installation and maintenance of the foundation drainage collector sewer. The Owner acknowledges that in the event that there is further development on adjacent lands, other than lands owned by the Owner, that the responsibility for any interference to the water supply as a result of that development will be that of the Developer.
 2. The City acknowledges that the Owner has a supplementary drainage ditch on the northwest side of his property and that the regrading of the land as a result of the foundation drainage connector sewer will not interfere with the operation of the drainage ditch.
 3. The proposed easement will be for the purposes of constructing, repairing and maintaining the sanitary and storm sewers only.
2. The Owner acknowledges that the actual storm and sanitary sewers have been installed and his property has been restored satisfactorily to its former condition and therefore clauses 3 and 6 of Schedule "B" are no longer required.
3. The Owner further acknowledges that the connection to the sanitary sewer referred to in clause 4 of Schedule "B" is a matter between the Owner and the Region and is not a matter requiring agreement from the City.

4. The Owner agrees that he will execute forthwith upon request a Transfer of Easement in the form of instrument number 907088 in favour of The Regional Municipality of Peel and The Corporation of the City of Mississauga which Transfer of Easement will be registered following the execution of this Agreement and the preparation and execution by the Region of a Quit Claim of instrument number 907088.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal and the party of the second part has set its seal duly attested by its authorized signing officers.

SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF _____)

Name: _____
Address: _____



MURRAY JOHN MAY

THE CORPORATION OF THE CITY OF
MISSISSAUGA

Hazel McCallion - Mayor

Terence Julian - Clerk

SCHEDULE "A"

OFFER TO SELL

PERMANENT EASEMENT

MURRAY JOHN MAY,

hereinafter referred to as the Vendor

-and-

THE REGIONAL MUNICIPALITY OF PEEL,

hereinafter referred to as the Purchaser.

The Vendor hereby offers to sell to the Purchaser a Permanent Easement over the easterly side of the Ninth Line West in the City of Mississauga, Regional Municipality of Peel (formerly in the Township of Trafalgar, County of Halton, and being Part of Lot 4, Concession 10, West of Hurontario Street, City of Mississauga, Regional Municipality of Peel being more particularly shown coloured Blue (permanent easement) on Schedule "A" attached hereto, for the total purchase price as follows:

Area = 197 ft. x 27 ft. = 5,319 square feet

Valuation: 12 acres @ \$350,000.00 per acre x 50% = \$21,000.00

The Purchaser agrees to repair the leeching line from the septic tank that crosses over the permanent easement if it is damaged during or as a result of the construction of the proposed sanitary sewer.

Areas and calculations shown herein are approximate and are subject to a legal survey by the Region and at the Region's expense. Adjustments to the compensation for the Permanent Easement herein will be subject to the said survey and will be adjusted at the time of closing of this transaction.

It is agreed and understood that the Region of Peel will pay reasonable legal fees incurred by the owners in connection with the conveyance upon receipt of an itemized statement in connection therewith and upon completion of the transaction.

The purchase price shall be paid on the date of completion, subject to adjustments if any.

The Purchaser shall restore, so far as possible, the lands comprising the Permanent Easement to as close to their original condition as is reasonably possible including regrading those areas disturbed by construction or as a result of construction by placing approximately 4" of topsoil over the disturbed areas, fine grading the disturbed areas and placing sod over the disturbed areas.

Provided the title is good and free from all encumbrances except any registered restrictive covenants that run with the land or municipal restrictive by-laws or governmental enactments, providing such are complied with.

The Purchaser is not to call for the production of any title deed or other evidence of title, except as may be in the possession of the Vendor.

The Purchaser is to be allowed 60 days from the date of acceptance to examine the title, and if within that time any valid objection to title is made, in writing, which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, the agreement arising from the acceptance of this offer shall, notwithstanding any intermediate acts or negotiations in respect of such objection, be null and void, and the Purchaser shall not be liable for any costs or damages.

The sale shall be completed on the 22nd day of August, 1989, or prior thereto if mutually agreed; access to the property shall be given to the Purchaser on the said date of closing, unless otherwise provided herein.

It is agreed that there is no representation, warranty, collateral agreement or conditions affecting the said agreement or the property other than as expressed herein. *and as in Schedules A & B*

Deed or transfer shall be prepared by the Purchaser's Solicitor.

Any tender of documents or money may be made upon either party or their solicitors, and the money may be tendered by cheque certified by a chartered bank or trust company.

This Offer to be executed by the Vendor and to be presented to the Region of Peel on or before the 1st day of June, 1989.

This Offer to be accepted and approved by the Council of the Regional Municipality of Peel on or before the 22nd day of June, 1989.

This Offer, when accepted by Council, shall constitute a binding contract of purchase and time shall, in all respects, be of the essence hereof.

All covenants, provisions and terms contained in this agreement on the part of both the Vendor and Purchaser shall not merge upon the closing of this transaction.

mpm
~~Acceptance of this Offer shall be deemed to grant to the Purchaser the right to enter into possession of the lands herein and to exercise any and all rights of the owners as of the date of acceptance and without prejudice to its rights herein or acknowledgement of title.~~

DATED at *MILTON* this *26th* day of *May* 1989.

SIGNED, SEALED
AND DELIVERED

In the presence of:

Blair May

Murray John May
Murray John May

The undersigned accept the above Offer.

IN WITNESS WHEREOF the Regional Municipality of Peel has on the *12th* day of *June* 1989 affixed its name and corporate seal under the hands of its signing officers in that behalf.

AUTHORIZATION BY-LAW NUMBER 42-88
PASSED BY THE REGIONAL COUNCIL ON
THE 16th DAY OF JUNE, 1988.

THE REGIONAL MUNICIPALITY OF PEEL

PER: *James K. Dundas*
James K. Dundas, Solicitor

PER: *D E Trouten*
Deborah E. Trouten, Clerk

VENDOR'S SOLICITOR:

PURCHASER'S SOLICITOR:
J. K. Dundas
Regional Solicitor
10 Peel Centre Drive
Brampton, Ontario L6T 4B9

Telephone: 791-9400

NOTE: Acceptance of the Offer shall be by the Council of the Regional Municipality of Peel

File No. PF-89067.0

SCHEDULE "A"

10

NE W

SURVEY

LOT

4

PART 1 PLAN 43R-16378

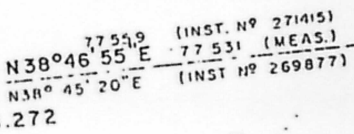
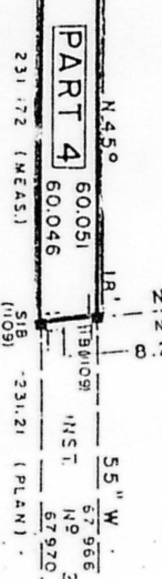
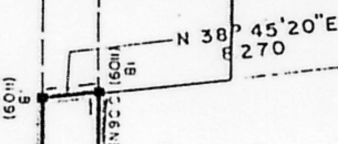
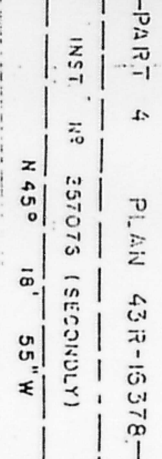
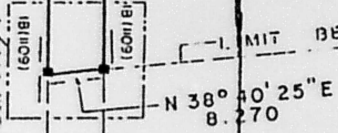
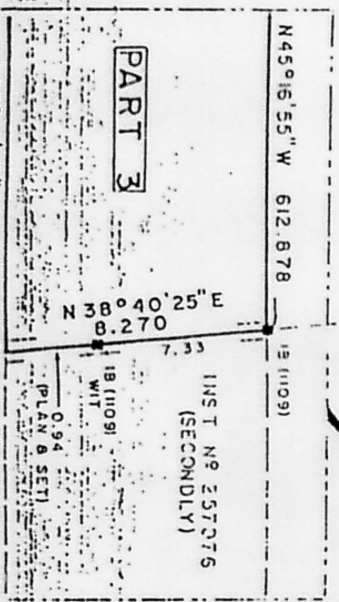
PARCEL 4-2 SECTION 43-TRAFALGAR-10

INST. NO. 271415

INST. NO. 21

LINE

N.S.)



NE W

LOT

SURVEY

4

SCHEDULE "B"

- (1) The Purchaser acknowledges that the Vendor's water is provided via a well on his property and agrees to be responsible for any interference to the water supply as of a result of the proposed sanitary trunk sewer, or any other *construction or maintenance*.
- (2) The Purchaser acknowledges that the Vendor has a supplementary drainage ditch on the northwest side of his property and that the regrading of the land as of the result of the sanitary trunk sewer will not interfere with the operation of the drainage ditch.
- (3) The Purchaser agrees to restore that portion of the asphalt driveway disturbed as a result of the proposed sanitary trunk sewer construction, the said restoration will include the asphalt resurfacing of the said disturbed or damaged area.
- (4) The Purchaser shall provide at no cost to the Vendor one lateral connection to the proposed sanitary trunk sewer for his home at 5591 Ninth Line.
- (5) The proposed easement will be for the purpose of constructing, repairing and maintaining sanitary and storm sewers only.
- (6) During the proposed construction of the sanitary trunk sewer the Purchaser will attempt to ensure that the Vendor will have access to at least one driveway of either his home at 5627 Ninth Line or 5591 Ninth Line.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **343-93**

**A By-law to authorize the execution of a
Transfer of Easement**

WHEREAS The Corporation of the City of Mississauga desires to convey permanent easement to the Mississauga Hydro Electric Commission and Bell Canada;

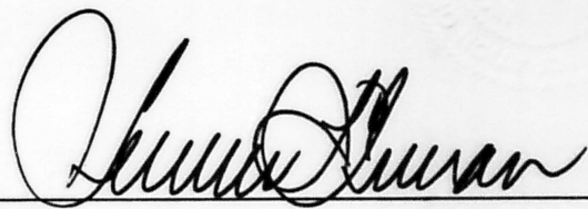
NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Transfer of Easement in favour of the Mississauga Hydro-Electric Commission and Bell Canada over Part of Block 12 on Registered Plan 43M-1061, designated as Parts 1 and 2 on Plan 43R-19752, City of Mississauga, Regional Municipality of Peel be executed by the Mayor and Clerk and the corporate seal be affixed thereto.

ENACTED and PASSED this 14th day of July, 1993.


MAYOR

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
mfb			
Date	93	07	11


CLERK

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

FOR OFFICE USE ONLY

New Property Identifiers

Executions

Additional:
See
Schedule ☐

Additional:
See
Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 10 pages

(3) Property Identifier(s) Block Property Additional:
See
Schedule ☐

(4) Consideration
TWO----- Dollars \$ 2.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

Part of Parcel Block 12-1,
Section 43M-1061,
being that Part of Block 12,
on Plan 43M-1061,
designated as Parts 1 and 2,
on Plan 43R-19752,
City of Mississauga,
Regional Municipality of Peel

(6) This Document Contains (a) ~~Resubscript~~ New Easement ☒ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒ (7) Interest/Estate Transferred ~~Fee Simple~~ EASEMENT

(8) Transferor(s) The transferor hereby transfers the land to the transferee ~~acknowledges that the transferor has no right to the land~~

Name(s) Signature(s) Date of Signature
Y M D
THE CORPORATION OF THE CITY OF MISSISSAUGA Per: *[Signature]* 1993 12 10
Name: HAZEL McCALLION, MAYOR
Title:
We have authority to bind the Corporation. Per: *[Signature]* 1993 12 10
Name: ARTHUR D. GRANNUM, DEPUTY CLERK
Title:
UNDER BY-LAW 343-93

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature
Y M D

(10) Transferor(s) Address for Service 300 City Centre Drive, Mississauga, Ontario L5B 3C1

(11) Transferee(s) Date of Birth
Y M D
MISSISSAUGA HYDRO-ELECTRIC COMMISSION

(12) Transferee(s) Address for Service 3240 Mavis Road, Mississauga, Ontario L5C 3K1

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature Date of Signature
Y M D
Signature Date of Signature
Y M D
Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.
Name and Address of Solicitor Signature Date of Signature
Y M D

Planning Act — OPTIONAL

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.
Name and Address of Solicitor Signature Date of Signature
Y M D

(15) Assessment Roll Number of Property City Mun. Map Sub. Par. not assigned

(16) Municipal Address of Property

not assigned

(17) Document Prepared by:
WEIR ASSOCIATES
BARRISTERS & SOLICITORS
SUITE 710
1290 CENTRAL PARKWAY WEST
MISSISSAUGA, ONTARIO L5C 4R3
Luben G. Rascheff /mc

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	

Additional Property Identifier(s) and/or Other Information

The Transferor transfers to the Transferee the rights, interests and easements hereinafter described (to be used and enjoyed as appurtenant to the lands of the Transferee described in Schedule "B" hereto) namely:

Right to
install
services
on
easements

The free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain its underground lines of electrical power and service forming part of its continuous lines and facilities between its lands as described in the said Schedule "B" and the premises of its customers including all buried wires, service wires, cables, conduits, conduit structures, markers, fixtures, and all equipment, appurtenances or accessories thereto whether buried or surface mounting as the above Transferee may from time to time, or at any time hereafter deem requisite, upon, over, under, along and across the lands described in Schedule "A" hereto for use as required by the business carried on by the Transferee;

Right to
install
services
to
customers
premises

As well as to enter on and construct, repair, replace, operate and maintain all such underground service wires and all appurtenances as the above Transferee may from time to time or at any time hereafter deem requisite upon, over, under, along and across such portions of lands described in Schedule "C" as may from time to

HM-933

Schedule

Form 5 — Land Registration Reform Act, 1984

S

Page 3

Additional Property Identifier(s) and/or Other Information

time be unencumbered by any building or other structure, fences excepted, for the purpose of furnishing electrical power and service to the buildings and structures from time to time existing on the lands described in the said Schedule "C" and adjoining lands;

Right of
entry for
agents and
equipment

TOGETHER WITH the right of free, uninterrupted and unobstructed access for the above Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over the lands described in the said Schedules "A" and "C" from the lands abutting thereon to and from the places where any of the said lines of electrical power and service and any part or parts thereof are to be constructed, repaired, replaced, operated and maintained;

Right to
install
temporary
overhead
services
on
easements

AS WELL AS the right to enter on and construct, repair, replace, operate and maintain for temporary periods, the duration of which periods to be at the discretion of the above Transferee, its above ground lines of electrical power and service forming part of its continuous lines and facilities between its lands as described in Schedule "B" hereto and the premises of its customers including all necessary poles, wires,

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Hydro Mississauga
Solicitors Approval

10/11/86

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USE ONLY

Additional Property Identifier(s) and/or Other Information

service wires and cables, overhead guys, anchors, equipment, appurtenances, or accessories thereto, as the above Transferee may, from time to time or at any time hereafter, deem requisite upon, over, under, along and across the lands described in Schedule "A" hereto;

Right to
install
temporary
overhead
services
to customers
premises

AS WELL AS the right to enter on and construct, repair, replace, operate and maintain for such temporary periods, all such above ground service wires and all appurtenances thereto as the above Transferee may from time to time or at any time hereafter deem requisite upon, over, under, along, and across such portions of lands described in Schedule "C" as may from time to time be unencumbered by any building or other structure, fences excepted, for the purpose of furnishing electrical power and service to the buildings or structures from time to time existing on the lands described in the said Schedule "C" and adjoining lands.

Right to
trim trees
and shrubs
and remove
boulders

TOGETHER ALSO WITH the right to remove by any means necessary any boulders or rocks which may be encountered in constructing the said electrical power and service facilities and to trim any trees, shrubs or other vegetation and to sever their roots which now or from time to time are growing upon, over, under, along or across the lands described in Schedules "A" and "C" so as to keep lines and facilities permitted herein clear for a distance of at least two feet in any direction.

HM-933

Hydro Mississauga
Solicitors Approval

JUNE 20 1986

FOR OFFICE
USE ONLY

Schedule

Form 5 — Land Registration Reform Act, 1984

Page 5

S

Additional Property Identifier(s) and/or Other Information

Acceptable
encroach-
ments on
flankage
easements

PROVIDED that any footings or overhangings, including eaves, eavestroughs, downpipes, window sills and chimney breasts of any building or buildings erected or to be erected upon the lands described in Schedule "C" shall not be deemed to be encroachments upon the lands described in Schedule "A" if the Schedule "A" lands are along and adjacent to the side of the said building or buildings so as to create a flankage easement, but this provision shall not apply to any front or rear easement hereby transferred.

Obligation
to
restore
surface

The Transferee covenant that as soon as reasonably practicable after construction or repair of any lines or facilities permitted herein it will restore the surface of the lands described in Schedules "A" and "C" hereto to its approximate same condition and approximate same level as existed before the construction and repair of the said lines and facilities permitted herein.

Obligation
of
Transferor

And the Transferor shall have the full right to fully use and enjoy the Transferor's lands and covenants to maintain the lands described in Schedule "A" free of buildings or other structures, new shade or ornamental trees or shrubs, and the Transferor shall not make any alterations to the grade or drainage conditions of the said Schedule "A" lands without the written consent of the Transferee and shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected upon, over, in under and across the said Schedule "A" lands any pit, well, foundation, concrete pavement, building or other structure or installation or make any alterations to the grade or drainage

Hydra Mississauga

Soic 444033

1986

FOR OFFICIAL
USE ONLY

Schedule

Form 5 — Land Registration Reform Act, 1964

Additional Property Identifier(s) and/or Other Information

conditions of the said Schedule "A" lands without the written consent of the above Transferee.

Notwithstanding any rule of law or equity and even though any of the Transferee's electrical power and service, facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.

Binding on
Heirs and
Successors

This agreement including all rights, privileges and benefits herein contained shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

HM-933

Hydro Mississauga

Deed of Approval

10/17/86

10/17/86

10/17/86

10/17/86

10/17/86

10/17/86

10/17/86

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

To the annexed easement

MADE BY

THE CORPORATION OF THE CITY OF MISSISSAUGA

"Transferor"

-TO-

MISSISSAUGA HYDRO-ELECTRIC COMMISSION,

"Transferee"

THE LANDS AND PREMISES being in the City of Mississauga, in the Regional Municipality of Peel, in the Province of Ontario, and being composed of Part of Parcel Block 12-1, being that Part of Block 12,

according to a plan registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Plan 43M- 1061 and being designated as Parts 1 and 2

on a Reference Plan of Survey filed in the said Land Registry Office as Number 43R- 19752



Schedule

Form 5 — Land Registration Reform Act, 1984

Page 8

S

Additional Property Identifier(s) and/or Other Information

SCHEDULE "B"

To the annexed easement

MADE BY

THE CORPORATION OF THE CITY OF MISSISSAUGA

"Transferor"

-TO-

MISSISSAUGA HYDRO-ELECTRIC COMMISSION

"Transferee"

PART I

The dominant lands of Mississauga Hydro-Electric Commission are the lands and premises situate, lying and being in the City of Mississauga, in the Region of Peel, formerly in the Township of Toronto in the County of Peel, and Province of Ontario, being composed of Part of Lot 21, Concession 1, North of Dundas Street, as more particularly described in Instrument registered in the Registry Office for the Registry Division of the Region of Peel as No. 175597.

HM-933

Hydro Mississauga
Solicitors Approval
10 1986

FOR OFFICE
USE ONLY

Additional Property Identifier(s) and/or Other Information

SCHEDULE "C"

To the annexed easement

MADE BY

THE CORPORATION OF THE CITY OF MISSISSAUGA

"Transferor"

-TO -

MISSISSAUGA HYDRO-ELECTRIC COMMISSION

"Transferee"

ALL AND SINGULAR those certain parcels or tracts of lands
and premises situate, lying and being in the City of
Mississauga, in the Regional Municipality of Peel, in the
Province of Ontario, and being composed of the Parcel Block 12-1,
Section 43M-1061, being the Whole of Block 12, on Plan 43M-1061

Hydro 43M-374
Mississauga
Particulars Approval
10 1986

FOR OFFICIAL
USE ONLY



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **344-93**

**A By-law to authorize an
Encroachment Agreement**

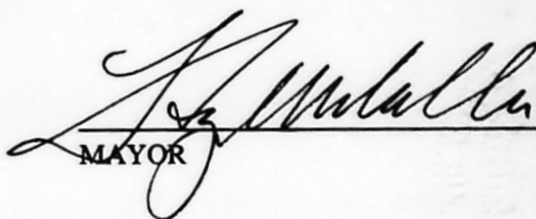
WHEREAS The Corporation of the City of Mississauga desires to execute an Encroachment Agreement with The Regional Municipality of Peel and the Mississauga Hydro-Electric Commission over Part of Block 5, Registered Plan 43M-900, further designated as Part 1 on Plan 43R-19332 benefitting the adjoining City property known municipally as 5845 Falbourne Street.

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Encroachment Agreement for permission to place, construct, install, maintain and use certain objects structure or improvements in favour of The Corporation of the City of Mississauga upon the easement previously granted to the Regional Municipality of Peel and the Mississauga Hydro-Electric Commission and registered as Instrument Number LT1028838 over Part of Block 5 on Registered Plan 43R-19332 and any further documents resulting from the Agreement be signed by the Mayor and Clerk and the corporate seal be affixed thereto.

ENACTED and PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MT B	
Date	93 07 12


MAYOR


CLERK

THIS AGREEMENT MADE THIS

day of

, 19

BETWEEN:

THE CORPORATION OF THE CITY OF
MISSISSAUGA, an Ontario Municipal
Corporation, hereinafter called the "City"

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF
PEEL, hereinafter referred to as the
"Region"

OF THE SECOND PART

- and -

MISSISSAUGA HYDRO-ELECTRIC
COMMISSION, hereinafter referred to
as "Hydro"

OF THE THIRD PART

WITNESSES THAT WHEREAS:

- (a) The City is the registered owner of the lands and premises more particularly described in Schedule 'A' annexed hereto and known municipally as 5845 Falbourne Street, hereinafter called the "adjoining land";
- (b) For the benefit and enjoyment by the City as owner of the adjoining land, the City seeks permission to place, construct, install, maintain and use certain objects, structures or improvements upon the easement previously granted to the Region and Hydro by instrument number LT1028838 registered in the Land Titles Division for Peel (No. 43) on the 7th day of July, 1989, immediately adjacent to the adjoining land, and which objects, structures or improvements are described in and shown upon a plan or sketch annexed hereto as Schedule 'B' and which are hereinafter called the "encroachments";

NOW THEREFORE in consideration of the premises and of the covenants and agreements herein contained, the City, the Region, and Hydro covenant and agree as follows:

1. The City is hereby permitted to maintain and use the encroachments as shown and described in Schedule 'B' to this Agreement and the City shall not enlarge, alter, or change the encroachments without the consent of the Region and Hydro.
2. The City shall maintain the encroachments and keep the same in good repair, at the City's expense.
3. The City shall insure and keep insured at all times, at the City's expense, both the Region and Hydro as named insureds under a comprehensive general liability policy of insurance with an insurance company licensed to carry on business in Ontario, which policy of insurance shall conform to the following requirements:
 - (a) The policy shall cover all risks associated with the encroachments, including, without limiting the foregoing, their maintenance and repair, occupier's liability and any and all other risks usually covered under a comprehensive general liability policy;
 - (b) The limits of coverage shall be at least TWO MILLION DOLLARS (\$2,000,000.00) per occurrence;

- (c) The policy shall have provisions for cross liability and severability of interests as between the City, the Region, and Hydro;
 - (e) The policy shall have provisions which prevent expiry or cancellation without 30 days prior written notice to the City, the Region, and Hydro;
4. Upon execution of this Agreement, the City shall deliver to the Region and Hydro evidence of the insurance required under this Agreement to the satisfaction of the Region and Hydro.
 5. The City hereby covenants and agrees to indemnify, keep indemnified and save harmless the Region and Hydro, their elected officials, employees, agents and contractors, of and from any and all claims, demands, actions, causes of action, other proceedings, liability for damages, costs and expenses, including its or their own legal fees and costs, which may be brought against it or them or for which it or they may become liable or incur in respect of personal injury, including personal injury causing death and psychological trauma, property damage and any other consequential damages and losses sustained by any person arising out of or occasioned by the presence of the encroachments, the condition or state of repair of the encroachments and the breach of any of the provisions of this Agreement by the City and including, without limiting the foregoing, any negligent act or omission of the City, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.
 6. The Region or Hydro may give notice to the City to remove the encroachments in any one or more of the circumstances listed hereunder in clauses (a) and (b), in which case the City shall, at the City's expense, and without any entitlement to compensation from the Region or Hydro for or in respect of the encroachments, remove the encroachments and restore the surface to a level and graded condition, forthwith upon receiving notice from the Region or Hydro to do so:
 - (a) In the event that the Region or Hydro requires the use of the lands for the purpose of constructing, installing, repairing, altering or undertaking any public works thereon which, in the opinion of the Region or Hydro, reasonably requires the removal of the encroachments;
 - (b) The City conveys the adjoining land to another party who has not obtained permission from the Region and Hydro to maintain and use the encroachments and who has not entered into an Encroachment Agreement satisfactory to the Region and Hydro.
 7. Should any of the terms of this Agreement be found to be illegal, unenforceable or ultra vires by a Court of competent jurisdiction, they shall be severable herefrom and the terms hereof shall remain in force and effect to the extent that they are not so found.

8. Subject as aforesaid, this Agreement shall be binding upon and shall enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. In this Agreement, words, terms and provisions which are in the singular shall be read as including the plural, the plural shall include the singular, the masculine shall include feminine and the feminine shall include the masculine, as the case may be and the context require. The parties hereby agree that this Agreement shall be registered against the title to the lands.

IN WITNESS WHEREOF the parties have executed this Agreement under seal as of the date hereinbefore first written.



DEPUTY

THE CORPORATION OF THE CITY
OF MISSISSAUGA

[Signature]
Mayor

[Signature]
Clerk

Document Execution
Authorized by
City of Mississauga

By-Law No. ...

344-93

THE REGIONAL MUNICIPALITY
OF PEEL

Per: *[Signature]*

R. Kent Gillespie, Regional Solicitor

Per: *[Signature]*

Deborah E. Trouten, Regional Clerk

MISSISSAUGA HYDRO-ELECTRIC
COMMISSION

[Signature]
PER - K. N. POSGATE, DIRECTOR, CUSTOMER SERVICE

[Signature]
PER R. HERMAN
DIRECTOR, FINANCE



SCHEDULE 'A' TO THE ENCROACHMENT AGREEMENT

Dated the day of , 19 .

Part of Block 5, Registered Plan 43M-900,
designated as Parts 21 and 24, Plan 43R-17144

SCHEDULE 'B' TO THE ENCROACHMENT AGREEMENT

Dated the day of , 19 .

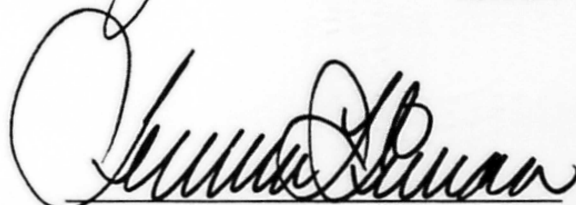
**Part of Block 5, Registered Plan 43M-900,
designated as Part 1, Plan 43R-19332**

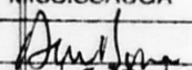
Environmental Services Limited (LESL), as shown on Schedule "A" to this
by-law.

ENACTED and PASSED this 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MFO			
Date	93	07	11


MAYOR


CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA	
	
DATE	5 7 93

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on July 14, 1993

Explanation of the Purpose and Effect of the By-law

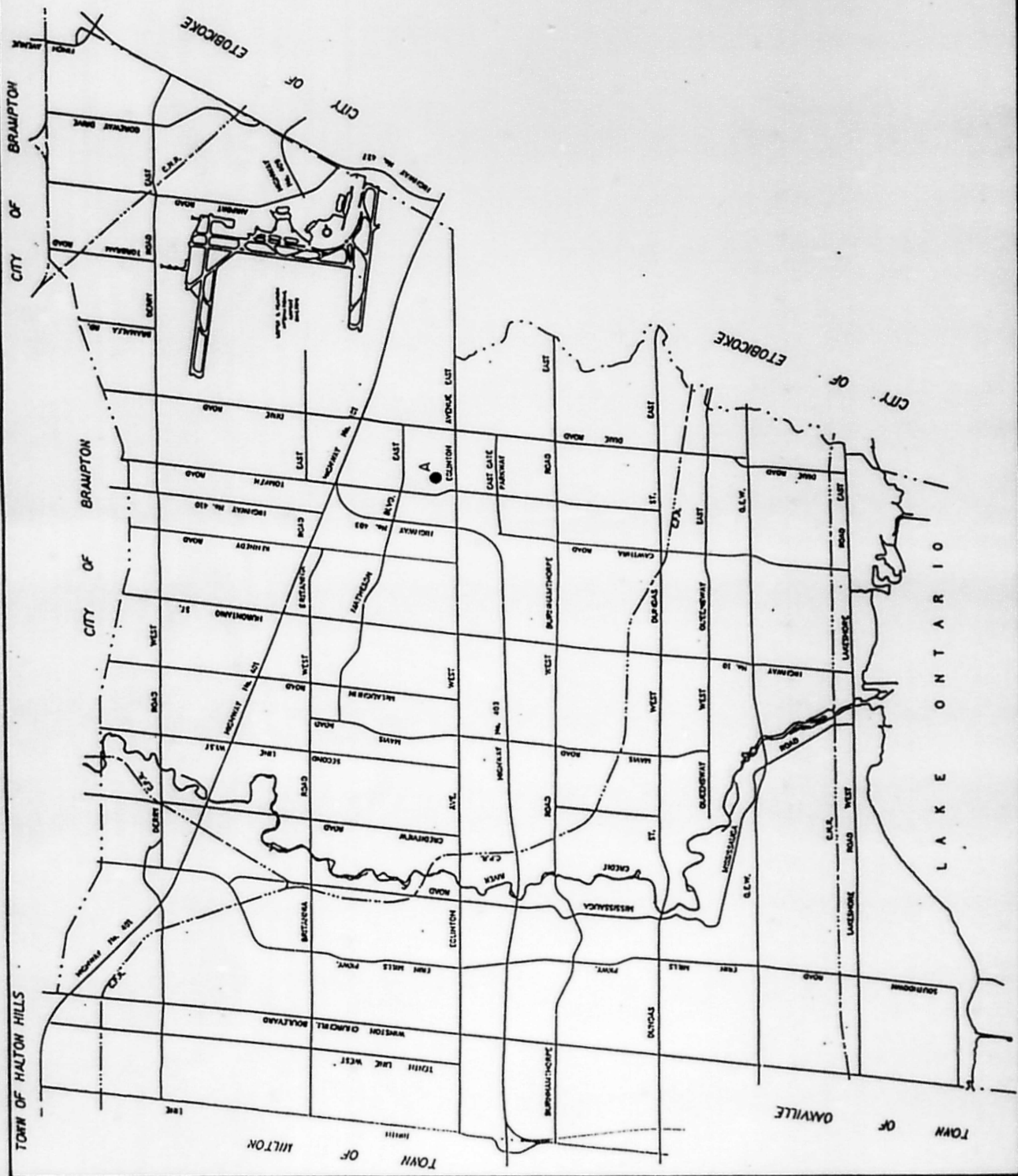
This By-law removes the provisions of Interim Control By-law Number 553-92 as they affect the parcel of land shown on Schedule "A."

Interim Control By-law Number 553-92 prohibits the use of the lot, block, parcel of land, building or structure, on lands zoned "M1," "M1 under special sections," "M2," or "M2 under special sections," in the City of Mississauga, but excluding lands in the Sheridan Park Industrial District north of the Queen Elizabeth Way, legally described as part of Lots 31 to 35 inclusive, Concession 1, S.D.S., for recycling and/or waste transfer stations for a one-year period, to allow the City Planning and Building Department to undertake a special planning study to examine recycling industries and waste transfer stations in terms of land use planning, locational requirements, and appropriate means to address these considerations in the planning process.

Location of Lands Affected

Lands municipally known as 5369 Maingate Drive, under the name of Laidlaw Environmental Services Limited (LESL), in the City of Mississauga, as shown on the attached map designated as Schedule "A."

Further information regarding this By-law may be obtained from Angela Dietrich of the City Planning and Building Staff at 896-5510.



● A. LAIDLAW ENVIRONMENTAL SERVICES LTD.
5369 Maingate Dr.

CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 34593 PASSED BY
COUNCIL ON July 14, 1993

MAYOR *[Signature]*
CLERK *[Signature]*



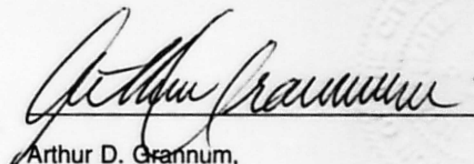
THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT, R.S.O. 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 345-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 14th day of July, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 3 of Section 38 of the Planning Act, R.S.O. 1990, on the 29th day of July, 1993.

I also certify that the last day for filing a Notice of Appeal pursuant to subsection 4 of Section 38 of the Planning Act, R.S.O. 1990, was the 13th day of September, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 14th day of September, 1993.



Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **346-93**

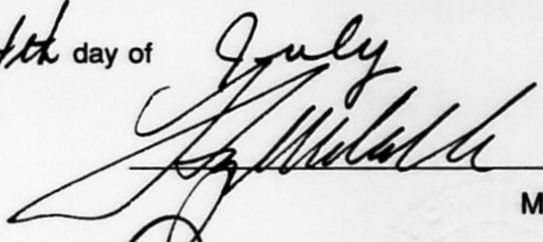
**A By-law to amend By-law 553-92,
being an Interim Control By-law
under section 38 of the Planning Act, R.S.O. 1990, c.P.13.**

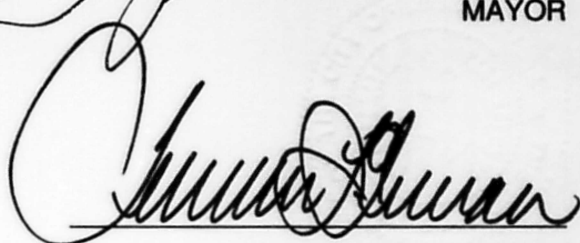
The Council of The Corporation of the City of Mississauga, pursuant to section 38 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

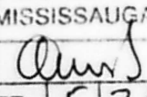
1. By-law Number 553-92 is amended to reduce the extent of the area covered by the said By-law, by deleting therefrom lands located north of Matheson Boulevard East, west of Kennedy Road, municipally known as 5580 McAdam Road, and under the name of TRS Photo Solutions Inc., as shown on Schedule "A" to this by-law.

ENACTED and PASSED this 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	07	11


MAYOR


CLERK

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA			
			
DATE	5	7	93

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on July 14, 1993

Explanation of the Purpose and Effect of the By-law

This By-law removes the provisions of Interim Control By-law Number 553-92 as they affect the parcel of land shown on Schedule "A."

Interim Control By-law Number 553-92 prohibits the use of the lot, block, parcel of land, building or structure, on lands zoned "M1," "M1 under special sections," "M2," or "M2 under special sections," in the City of Mississauga, but excluding lands in the Sheridan Park Industrial District north of the Queen Elizabeth Way, legally described as part of Lots 31 to 35 inclusive, Concession 1, S.D.S., for recycling and/or waste transfer stations for a one-year period, to allow the City Planning and Building Department to undertake a special planning study to examine recycling industries and waste transfer stations in terms of land use planning, locational requirements, and appropriate means to address these considerations in the planning process.

Location of Lands Affected

Lands municipally known as 5580 McAdam Road, under the name of TRS Photo Solutions Inc., in the City of Mississauga, as shown on the attached map designated as Schedule "A."

Further information regarding this By-law may be obtained from Angela Dietrich of the City Planning and Building Staff at 896-5510.



THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT, R.S.O. 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 346-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 14th day of July, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 3 of Section 38 of the Planning Act, R.S.O. 1990, on the 29th day of July, 1993.

I also certify that the last day for filing a Notice of Appeal pursuant to subsection 4 of Section 38 of the Planning Act, R.S.O. 1990, was the 13th day of September, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 14th day of September, 1993.

Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 347-93

A By-law to authorize the execution of a Servicing Agreement, a Development Agreement and other related documents between Niclyn Developments Ltd., The Corporation of the City of Mississauga, and The Regional Municipality of Peel. (T-87044)

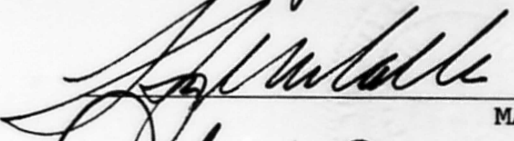
WHEREAS Niclyn Developments Ltd. has submitted a Servicing Agreement and a Development Agreement outlining requirements for lands under plan of subdivision T-87044, City of Mississauga;

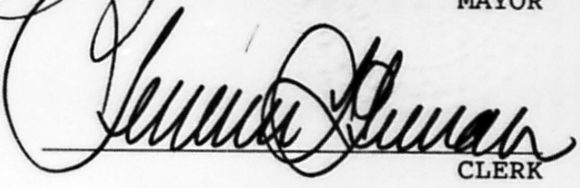
NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Development Agreement made between Kee Group Inc., The Corporation of the City of Mississauga, and The Regional Municipality of Peel be executed by the Mayor and the Clerk and the Corporate Seal affixed thereto.
2. THAT the Servicing Agreement made between Niclyn Developments Ltd. and The Corporation of the City of Mississauga and The Regional Municipality of Peel be executed by the Mayor and the Clerk and the Corporate Seal affixed thereto.
3. THAT the Mayor and the Clerk be authorized to execute and/or accept any other documents or land instruments required in connection with the above-noted subdivision.

ENACTED and PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
mTB			
Date	93	07	11

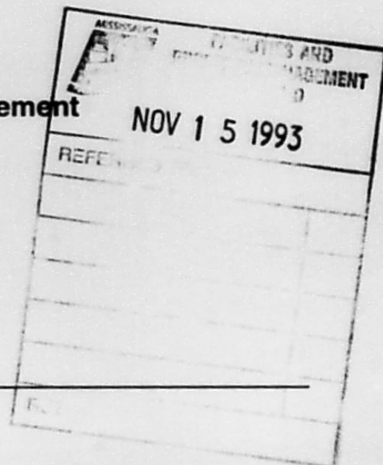

MAYOR


CLERK

Memorandum



TO: R.K. Johnston - Facilities and Property Management
FROM: Andrew Gomes - Office of the City Solicitor
RE: Niclyn Developments Ltd.
Plan 43M-1092, Mississauga
DATE: 15 November 1993



Please find attached the following documents for your records:

1. Application to Amend Inhibiting Order with respect to Part of Parcel Plan - 1, Section 43M-1092 as to Blocks 30 and 31, Plan 43M-1092, City of Mississauga, Regional Municipality of Peel. This document was registered in the Brampton Land Titles Office on November 10, 1993 as Instrument No. LT1450078.
2. Development Agreement between Niclyn Developments Ltd. and The Regional Municipality of Peel and The Corporation of the City of Mississauga with respect to Parcel Plan - 1, Section 43M-1092, Lots 1 to 29 and Blocks 30 and 31, Plan 43M-1092, City of Mississauga, Regional Municipality of Peel. This document was registered in the Brampton Land Titles Office on November 10, 1993 as Instrument No. LT1450079.
3. Postponement of Charge No. LT1409663 to Instrument No. LT1450079. This document was registered in the Brampton Land Titles Office on November 10, 1993 as Instrument No. LT1450080.

By-hand #34793

for *L. Romano*
Andrew Gomes
Senior Law Clerk
896-5409
AG:lr
encl.documents

cc: Carmen Gucciardi - Planning and Building
Agris Robeznieks - Planning and Building
Gord Gent - Finance
Carol Hutchinson - Finance/Tax
Alison Docherty - The Regional Municipality of Peel

FOR OFFICE USE ONLY LT 1450078 Natural Number of Certificate of Title Certificat de Titre 93 NOV 10 P1247 Peel No. 43 Asst. Dep. Land Registrar Brampton Sous-Registreur Mississauga New Property Identifiers Executions Additional: See Schedule ☐	(1) Registry ☐ Land Titles ☒	(2) Page 1 of 1 pages												
	(3) Property Identifier(s) Block Property Additional: See Schedule ☐													
	(4) Nature of Document Application to Amend The Inhibiting Order													
	(5) Consideration TWODollars \$2.00													
(6) Description Part of Parcel Plan - 1, Section 43M-1092 as to Blocks 30 and 31, Plan 43M-1092 City of Mississauga Regional Municipality of Peel														
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐														
(8) This Document provides as follows: TO: THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF PEEL (NO. 43) The Corporation of the City of Mississauga, hereby requests you to remove from the Inhibiting Order registered as Instrument No. LT1437657 from Parcel Plan - 1, Section 43M-1092 the following references: Transfer dated 93 05 20 Re: Blocks 30 and 31. Continued on Schedule ☐														
(9) This Document relates to instrument number(s) LT1437657														
(10) Party(ies) (Set out Status or Interest) <table style="width:100%; border-collapse: collapse;"><thead><tr><th style="width:50%;">Name(s)</th><th style="width:30%;">Signature(s)</th><th style="width:20%;">Date of Signature Y M D</th></tr></thead><tbody><tr><td>THE CORPORATION OF THE CITY OF MISSISSAUGA</td><td></td><td></td></tr><tr><td>by its solicitor, Mary Brennan</td><td><i>Mary Brennan</i></td><td>1993 10 27</td></tr></tbody></table>			Name(s)	Signature(s)	Date of Signature Y M D	THE CORPORATION OF THE CITY OF MISSISSAUGA			by its solicitor, Mary Brennan	<i>Mary Brennan</i>	1993 10 27			
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THE CORPORATION OF THE CITY OF MISSISSAUGA														
by its solicitor, Mary Brennan	<i>Mary Brennan</i>	1993 10 27												
(11) Address for Service 300 City Centre Drive, Mississauga, Ontario L5B 3C1														
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Name(s)	Signature(s)	Date of Signature Y M D												
(13) Address for Service														
(14) Municipal Address of Property Not Assigned	(15) Document Prepared by: Mary Brennan Office of the City Solicitor City of Mississauga 300 City Centre Drive Mississauga, Ontario L5B 3C1 MB:AG:lr:M-1092													
		FOR OFFICE USE ONLY <table style="width:100%; border-collapse: collapse;"><thead><tr><th colspan="2">Fees and Tax</th></tr></thead><tbody><tr><td style="width:50%;">Registration Fee</td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total</td><td> </td></tr></tbody></table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														

FOR OFFICE USE ONLY LT1450079 Number/Numéro Certificate of Receipt Certificat de Réception *93 NOV 10 P12:47 New Property Identifiers Executions	(1) Registry ☐ Land Titles ☒ (2) Page 1 of 14 pages																
	(3) Property Identifier(s) Block Property Additional: See Schedule ☐																
	(4) Nature of Document Application to Register Notice of an Unregistered Estate, Right, Interest or Equity, Section 71 of the Act																
	(5) Consideration TWO----- Dollars \$ 2.00																
	(6) Description Cancel Plan - 1 Section 43M-1092 Lots 1 to 29 and Blocks 30 and 31 Plan 43M-1092 City of Mississauga Regional Municipality of Peel																
Additional: See Schedule ☐	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐																
(8) This Document provides as follows: The Corporation of the City of Mississauga, having an unregistered estate, right, interest or equity in the above-noted lands hereby applies under Section 71 of the Land Titles Act for entry of a Notice of Agreement in the register for the said parcel, being the attached Development Agreement. Continued on Schedule ☐																	
(9) This Document relates to instrument number(s)																	
(10) Party(ies) (Set out Status or Interest) <table border="0" style="width:100%;"><tr><td style="width:45%;">Name(s)</td><td style="width:35%;">Signature(s)</td><td style="width:20%;">Date of Signature</td></tr><tr><td>NICLYN DEVELOPMENTS LTD.</td><td></td><td>Y M D</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>			Name(s)	Signature(s)	Date of Signature	NICLYN DEVELOPMENTS LTD.		Y M D									
Name(s)	Signature(s)	Date of Signature															
NICLYN DEVELOPMENTS LTD.		Y M D															
(11) Address for Service Suite 2, 153 Bridgeland Avenue, Toronto, Ontario M6A 2Y6																	
(12) Party(ies) (Set out Status or Interest) <table border="0" style="width:100%;"><tr><td style="width:45%;">Name(s)</td><td style="width:35%;">Signature(s)</td><td style="width:20%;">Date of Signature</td></tr><tr><td>THE REGIONAL MUNICIPALITY OF PEEL</td><td></td><td>Y M D</td></tr><tr><td>THE CORPORATION OF THE CITY OF MISSISSAUGA</td><td></td><td> </td></tr><tr><td>by its solicitor, Mary Brennan</td><td>Mary Brennan</td><td>1993 09 29</td></tr></table>			Name(s)	Signature(s)	Date of Signature	THE REGIONAL MUNICIPALITY OF PEEL		Y M D	THE CORPORATION OF THE CITY OF MISSISSAUGA			by its solicitor, Mary Brennan	Mary Brennan	1993 09 29			
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by its solicitor, Mary Brennan	Mary Brennan	1993 09 29															
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(14) Municipal Address of Property Not Assigned	(15) Document Prepared by: Mary Brennan Office of the City Solicitor City of Mississauga 300 City Centre Drive Mississauga, Ontario L5B 3C1 MB:AG:lr:M-1092	Fees and Tax <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:60%; font-size: small;">Registration Fee</td><td></td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td style="font-weight: bold;">Total</td><td></td></tr></table>	Registration Fee										Total				
Registration Fee																	
Total																	

T- 87044 2

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this / day of April , 1993.

AMONG:

NICLYN DEVELOPMENTS LTD.

(the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA

(the "City")

OF THE SECOND PART

- and -

THE REGIONAL MUNICIPALITY OF PEEL

(the "Region")

OF THE THIRD PART

WHEREAS the Owner is the registered owner of the lands described in Schedule "A" annexed hereto and hereinafter referred to as the "Lands";

AND WHEREAS the Owner is desirous of developing the Lands by way of plan of subdivision and/or a zoning amendment to the Lands;

AND WHEREAS the City's Development Charges By-Law, being by-law number 532-91, is applicable to the Lands;

AND WHEREAS the Hydro Mississauga Development Charges By-Law, being by-law number 533-91, is applicable to the Lands;

AND WHEREAS the Region's Development Charges By-Law number 98-91, is applicable to the Lands;

AND WHEREAS the City and the Region, as a condition of approval of Draft Plan of Subdivision and/or the zoning amendment to the Lands required the Owner, inter alia, to enter into this Development Agreement;

AND WHEREAS the Owner has executed and deposited such Servicing Agreements as are required by the City;

NOW THEREFORE THIS DEVELOPMENT AGREEMENT WITNESSES that in consideration of the covenants hereinafter expressed, and in further consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties to the others, the receipt and sufficiency of which is hereby respectively acknowledged, each of the City, the Region and the Owner hereto covenant and agree as follows:

- 1.0 THIS DEVELOPMENT AGREEMENT applies to the Lands.
- 2.0 Each of the City, the Region and the Owner hereby acknowledge and agree that the purpose of this Development Agreement is to give effect to the obligations imposed by Draft Plan of Subdivision or the rezoning applicaiton.
- 3.0 The Owner covenants to be bound by the conditions and requirements set out in Schedules "B", "C", "D" and "E" annexed hereto and forming part of this Development Agreement.
- 4.0 The Owner hereby acknowledges the notice provisions and warning clauses, if any, as set out in Schedule "B" annexed hereto and forming part of this Development Agreement and agrees to be bound by the provisions contained therein.
- 5.0 The Owner hereby covenants and agrees that the City or the Chief Building Official under the Building Code Act, R.S.O. 1990, C. B.13, shall not issue a building permit with respect to the Lands or any part thereof until the requirements and obligations of the Owner as set out in Schedule "C" to this Development Agreement have been fulfilled and complied with, with respect to the Lands or the part thereof for which the building permit is requested, and all rights to the issuance of any such building permit or permits which the Owner or subsequent owners would have had, but for the provisions of this Development Agreement, are hereby expressly waived.
- 6.0 For the purposes of this Development Agreement, the notice provisions and warning clauses set out in Schedule "B" and the conditions and requirements set out in Schedule "C", notwithstanding that they may in fact benefit future owners of the Lands or any adjacent lands or any of the present or future residents of the City of Mississauga, shall be deemed to be stipulated for the sole benefit of the City and may be waived by the City in its sole and absolute discretion.

- 7.0 The Owner hereby covenants and agrees that the Owner
(IF shall pay development charges on non-residential
APPLICABLE) development in accordance with the Installment Payment
Plan For Development Charges on Non-Residential
Development provisions established in Schedule "D".
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- 9.0 The Owner agrees that immediately following the
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Titles Act, R.S.O. 1990, C. L.5, and the Owner
covenants to do nothing which will affect the
registered title of the lands covered by the said plan
of subdivision until the inhibiting order applied for
is entered in the Register.
- 9.1 The Owner agrees that the City shall not be obligated
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inhibiting order or to apply to have the inhibiting
order removed from the Register until the Owner has
supplied all documents necessary in compliance with the
Servicing Agreement in registerable form and all
discharges, releases, postponements and any other
documents required to clear the title of any
encumbrances or claims in priority to the interests to
be granted to the City or any other parties under this
Development Agreement or the Servicing Agreement.
- 9.2 The Owner hereby acknowledges that this Development
Agreement has been imposed as a condition to the
approval of the plan of subdivision and that it is to
be registered upon the title to the Lands in priority
to all encumbrances with the intent that it be
enforceable against the parties hereto and any and all
subsequent owners under the Planning Act, R.S.O. 1990,
C. P.13.
- 10.0 The Owner hereby agrees to execute such further
documentation as may be necessary to effect the
registration of this Development Agreement in
accordance with its terms.

11.0 The Owner agrees to pay to the City upon delivery of this Development Agreement to the City for execution; a non-refundable payment of \$350.00 which shall be applied against the cost of:

- (i) the registration of this Development Agreement;
- (ii) the registration of any required part lot control by-laws;
- (iii) the registration of all deeds, transfers of easements or other land instruments conveying any interest in Land to the City or the Region which are required under the Servicing Agreement for the Lands;

Notwithstanding the foregoing, if the actual cost of the registrations, referred to above, exceeds or will exceed \$350.00 the Owner shall pay such additional costs or reimburse the City therefore upon request.

It is understood and agreed that the City shall charge such reasonable fees as it may set from time to time by by-law to cover the cost of answering written inquiries regarding the status and performance of this Development Agreement and the preparation of releases of lands from the application of this Development Agreement.

12.0 The Owner covenants that this Development Agreement may be registered on title to the Lands in priority to all encumbrances and that, prior to selling, transferring, mortgaging or charging the whole or any part or parts of the Lands in respect of which a building permit has not been issued or, if issued, has been revoked, the Owner shall obtain and deliver to the City, prior to the completion of any such sale, transfer, mortgage or charge, a fully executed Undertaking to be Bound and Consent to Registration signed by the purchaser, transferee, mortgagee or chargee as the case may be, in the form attached hereto as Schedule "F" forming part of this Development Agreement; provided that if the transaction involves only the mortgaging or charging of the Lands, it is sufficient if the mortgagee or chargee executes and delivers to the City in registrable form, a postponement of his interest under the mortgage or charge to the interests of the City and the Region under this Development Agreement.

13.0 This Development Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns and, in the construction and

interpretation of this Development Agreement, all terms shall be read with appropriate changes with respect to the singular, plural and genders so as to be construed in a manner consistent with the number and gender of the parties hereto and, in the event that any of the terms and conditions of this Development Agreement shall be found by a court of competent jurisdiction to be invalid, unenforceable or ultra vires, those terms and conditions shall be severable in this Development Agreement and the terms and conditions herein shall be binding and enforceable to the extent that they are not so found to be invalid, unenforceable or ultra vires.

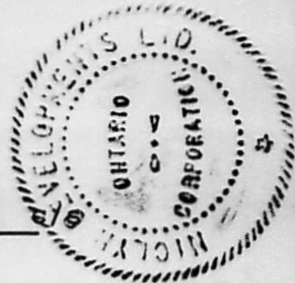
IN WITNESS WHEREOF the individual parties hereto have hereunto set their hands and seals, and the corporate parties hereto have hereunto affixed their corporate seals attested by the hands of their proper signing offices in that behalf duly authorized as of the date first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

NICLYN DEVELOPMENTS LTD.
OWNER

Per: [Signature]
Val Bezic - President

~~PER:XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~



THE CORPORATION OF THE CITY OF MISSISSAUGA

Authorizing By-Law No. 347-93 Per: [Signature]

Passed on July 14, 1993

Per: [Signature] Mayor HAZEL McCALLUM
DEPUTY Clerk ARTHUR D. GRANNUM

THE REGIONAL MUNICIPALITY OF PEEL

Authorizing By-Law No. _____

Passed on _____

Per: [Signature] Chairman
Per: [Signature] Clerk
REGIONAL SOLICITOR



Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE A

LEGAL DESCRIPTION

All and singular that certain parcel or tract of land and premises situated, lying and being in the City of Mississauga in the Regional Municipality of Peel, and being composed of Lots 1-29 both inclusive and Blocks 30 and 31, Plan 43M-1092 being part of Lot 3 Registered Plan 380.

DEVELOPMENT AGREEMENT

SCHEDULE 'B'

400E-92

T-87044

(WARNING CLAUSES AND NOTICE PROVISIONS)

1. Except where otherwise specifically restricted to named lots, the terms of this Agreement apply to all of the lands described in Schedule "A" attached to this Agreement, all of which lands are referred to hereinafter in this Agreement as "the subdivision lands".
2. The Owner shall include the following clauses in every agreement of purchase and sale for:

NOISE

PROVISION FOR CENTRAL AIR CONDITIONING

Lots 25, 26, 27 and 28

- i) Purchasers are advised that due to increasing road traffic on Winston Churchill Boulevard, noise levels will continue to be of concern, occasionally interfering with some activities of the dwelling occupants, as the noise exposure level may exceed the noise criteria of the Municipality and the Ministry of the Environment."
- ii) "Purchasers are further advised that in order to achieve an acceptable indoor living environment, they may find it necessary to equip the unit with a central air conditioning system. Provision has been made to the heating system to facilitate such an installation.
- iii) Purchasers are also advised that the outdoor air cooled condenser unit itself can produce sufficient noise to interfere with outdoor recreational activities. Due consideration should be given to this noise factor when selecting the air cooled condenser unit location or an alternate quieter type or unit could be selected.

CENTRAL AIR-CONDITIONING, NOISE FENCE

Lot 29

- i) Purchasers are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from increasing road traffic on Winston Churchill Boulevard will continue to be of concern, occasionally interfering with some activities of the dwelling occupants, as the noise exposure level will exceed the noise criteria of the Municipality and the Ministry of the Environment.
- ii) Purchasers are advised that in order to achieve an acceptable indoor noise environment, building plans for the unit must include a central air-conditioning system. The forced air heating system and its ducting are to be sized to accommodate a central air conditioning unit. The air-cooled condenser unit must be located with due regard to the noise created by the unit itself and its effect on the outdoor recreational activities.

SCHEDULE 'B' - cont'd

- iii) Purchasers are advised and hereby put on notice that a noise attenuation fence is located inside the lot line within the side and/or rear yard of this lot and that the said noise attenuation fence and berm shall not be altered or removed. It shall be the obligation of the owner of the lot to maintain and keep in repair that portion of the noise attenuation fence situated on the lot.

CATCHBASINS

Lots 7, 9, 13, 16, 24 and 27

- i) Purchasers are advised that for the purpose of properly draining the lands, the developer has been required to install a catchbasin and associated leads in the rear yard of the lot, that it is the responsibility of the lot owner to maintain the said catchbasin and leads in an operational state of repair and free of all obstructions. It is hereby acknowledged that the aforesaid catchbasin is intended to accept drainage from the lot and from adjacent lots and the Purchaser/Owner hereby agrees that the grades on the lot shall not be altered in any manner that will adversely affect the drainage pattern with regard to the lands intended to be served by the said catchbasin.

WOOD PRIVACY FENCE

Lot 19 and Block 31

Purchasers are advised and hereby put on notice that a 1.8m high wood privacy fence is located along the side/rear lot line of this lot and that the said wood privacy fence shall not be altered or removed. It shall be the obligation of the owner of the lot to maintain and keep in repair that portion of the wood privacy fence situated along the side/rear lot line of the lot.

SCHOOLS

(A) The Subdivision lands:

- i) WHEREAS, despite the efforts of the Peel Board of Education, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation policy. You are advised to contact Planning and Resources Department of the Peel Board of Education to determine the exact schools.

SCHEDULE 'B' - cont'd

- ii) WHEREAS, despite the best efforts of the Dufferin-Peel Roman Catholic Separate School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated at temporary facilities and/or bussed to a school outside of the area and further that the students may later be transferred to the neighbourhood school.

POSTAL SERVICE

- (1) 'The Subdivision Lands'

Purchasers are advised that door to door postal service will not be available within this development.

DRIVEWAY WIDTH AND CURB CUT

Lots 24-29 (detached dwellings under 12m frontage).

- i) Purchasers are advised that the maximum curb cut permitted is 5.0m per single detached dwelling.
- ii) Purchasers are advised that the maximum driveway width inside the property limits is 6.0m per single detached dwelling.

ACCESS FOR CORNER LOTS

Lots 19, 29 and Block 31

- i) Purchasers are advised that for the above corner lots only one access/driveway is permitted.

//

Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE C

RESTRICTIONS AND CONDITIONS REGARDING THE ISSUANCE OF BUILDING PERMITS

1) CONSULTING ENGINEER

In accordance with Clause 1 (k) of this agreement the Consulting Engineer will ensure by means of his certification of the lot/block grading plan that the proposed construction satisfies the following criteria:

- a) that the basements of all proposed buildings are one meter above the obvert of the adjacent municipal storm sewer.
- b) that the driveway locations are in accordance with the location shown on the aboveground servicing plan for Lot 19, and Block 31. (Corner Lots).
- c) That the building envelopes, driveway curb cuts driveway locations and widths are in accordance with the location and dimensions shown on the aboveground servicing plans for Lots 23, 24 - 29. (Detached dwelling frontages less than 12m).
- d) That sedimentation controls have been implemented on the catchbasins sited on Lots 7, 9, 13, 16, 24 and 27 in accordance with the topsoil removal permit and sediment and erosion control plan as required under the City's Topsoil Preservation By-law 512-91.

2) TRANSPORTATION WORKS DEPARTMENT

- a) Prior to issuance of building permits for Lots 24 - 29 incl. (detached dwellings under 12m frontage) the site plan is to be reviewed by the Transportation and Works Department to ensure the following requirements:
 - (i) The maximum curb cut permitted is 5.0m per single detached dwelling.
 - (ii) A parking plan depicting on street parking spaces per dwelling is to be submitted for approval by the Transportation and Works Department.

Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE C

3) PLANNING AND DEVELOPMENT DEPARTMENT

A) PLANNING DIVISION

1. Approval of site development and landscaping plans by the City Planning Division will be prerequisites to the issuance of building permits for Lots 19, 29 and Block 31.

Site plans for these lots will be reviewed according to the following design criteria:

- the side elevations should be designed in a manner equal to the front elevation in terms of details, trim, the orderly placement of windows and roof forms;
- designs which locate the main entry facing the side lot line are preferred.
- acoustic fencing or privacy fencing should not extend more than 3.0m (10 ft.) forward from the rear wall of the house.

B) BUILDING DIVISION

1. In accordance with the Noise Report, dwelling constructed on the following lot is to be fitted with a central air conditioning unit. Lot 29.

The site plan for this lot is to depict the proposed location of the condenser unit recognizing the restraints of the zoning by-law.

2. In accordance with the Noise Report, dwellings constructed on the following lots are to be fitted with forced air heating systems with ducting sized to accommodate central air conditioning. Lots 25, 26, 27 and 28.

Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE C

B) BUILDING DIVISION

3. Prior to the issuance of building permits for Lot 29 the acoustical consultant shall certify that the builders plans are in accordance with the updated Noise Report approved by the City.
4. The following clause is to be included on the building plans for Lot 29. "Prior to final inspection of the building on the affected lot, the acoustical consultant shall certify that the building is in compliance with the acoustical report for the particular building".
5. "Lots 11 and 18 shall be designated as fire break Lots".

The City Planning and Building Department will process complete applications for building permits and on approval issue "foundation only" permits for the designated fire break lots. The "completion" permits for these lots will be issued only upon the approval of the Chief Building Official (in conjunction with the Fire Chief), when in the opinion of the Chief Building Official the intent of this restriction has been satisfied.
6. No Building Permits are to be issued for Blocks 30 and 31 until these blocks can be developed in conjunction with Part 2, 3 and 4, Plan 43R-19533 and Part 5, Plan 43R-19533 to the south respectively and permit development in accordance with the zoning bylaw.
7. Driveway locations for lots adjacent to the rear yard of the following corner lots shall be as far removed as possible from the said corner Lot 19 and Block 31.
8. The sideyard setback of all buildings and structures including swimming pools on Lot 29 where abutting Winston Churchill Blvd. shall be a minimum 7.5m (25ft.)

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Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE C

4. COMMUNITY SERVICES DEPARTMENT

NIL

5. CONSERVATION AUTHORITY

NIL

6. REGIONAL MUNICIPALITY OF PEEL

1. Prior to the issuance of building permits for any Lots/Blocks, satisfactory arrangements must be made with Regional Municipality of Peel with regard to water service applications and payment of the required connection charges.

FOR OFFICE USE ONLY LT1450080 '93 NOV 10 P12:46 Asst. Dep. Land Registrar Sous-Registraire (adj.) Brampton Peel No. 43 Additional: See Schedule ☐ New Property Identifiers Executions Additional: See Schedule ☐	(1) Registry ☐ Land Titles ☒	(2) Page 1 of 1 pages										
	(3) Property Identifier(s) Block Property Additional: See Schedule ☐	(4) Nature of Document Postponement of Charge or Other Rights (Subsection 81(6) of the Land Titles Act)										
	(5) Consideration Given pursuant to conditions of Subdivision approval Dollars \$											
	(6) Description <u>Plan-1</u> <u>43M-1092</u> Part of Parcel <u>3-1</u>, Section <u>43-380</u> being Lots 1 to 29, both inclusive, and Blocks 30 and 31, Plan 43M-1092 City of Mississauga, Regional Municipality of Peel, being Part of Lot 3, Registered Plan 380, designated as Parts 1 and 6 on Reference Plan 43R-19533.											
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐											
(8) This Document provides as follows: THE MUTUAL TRUST COMPANY, the registered owner of the Charge/Mortgage dated May 10, 1993, and registered on May 25, 1993 as No. LT 1409663, charging the above-mentioned lands hereby postpones Charge/Mortgage No. LT 1409663 to the Development Agreement made between Niclyn Developments Ltd., The Corporation of the City of Mississauga and The Regional Municipality of Peel, and registered on the 10th day of November, 1993, as Instrument No. <u>LT1450079</u>. APPROVED BY: <u>[Signature]</u> Continued on Schedule ☐												
(9) This Document relates to instrument number(s) LT 1409663 and No. <u>LT1450079</u>												
(10) Party(ies) (Set out Status or Interest) <table style="width:100%;"> <tr> <td style="width:50%;">Name(s)</td> <td style="width:30%;">Signature(s)</td> <td style="width:20%;">Date of Signature Y M D</td> </tr> <tr> <td>THE MUTUAL TRUST COMPANY</td> <td>Per: <u>[Signature]</u> Name: <u>BLAINE WELCH</u> Title: <u>VICE PRESIDENT</u></td> <td>1993 10 19</td> </tr> <tr> <td>I/We have authority to bind the corporation.</td> <td>Per: <u>[Signature]</u> Name: <u>TREVOR JONES</u> Title: <u>ASSISTANT VICE PRESIDENT</u></td> <td>1993 10 19</td> </tr> </table>			Name(s)	Signature(s)	Date of Signature Y M D	THE MUTUAL TRUST COMPANY	Per: <u>[Signature]</u> Name: <u>BLAINE WELCH</u> Title: <u>VICE PRESIDENT</u>	1993 10 19	I/We have authority to bind the corporation.	Per: <u>[Signature]</u> Name: <u>TREVOR JONES</u> Title: <u>ASSISTANT VICE PRESIDENT</u>	1993 10 19	
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(11) Address for Service 70 University Avenue, Suite 400, Toronto, Ontario M5J 2M4												
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(13) Address for Service <u>300 City Centre Drive, Mississauga, Ontario, L5B 3C1</u>												
(14) Municipal Address of Property Not available	(15) Document Prepared by: Joseph A. Chiappetta, Q.C. Bratty and Partners 4950 Yonge Street 20th Floor North York, Ontario M2N 6K1 (JAC:jy)											
FOR OFFICE USE ONLY		Fees and Tax <table style="width:100%;"> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%;"></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Registration Fee								Total	
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IN WITNESS WHEREOF the individual parties hereto have hereunto set their hands and seals, and the corporate parties hereto have hereunto affixed their corporate seals attested by the hands of their proper signing offices in that behalf duly authorized as of the date first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

NICLYN DEVELOPMENTS LTD.
OWNER

Per: [Signature] c/s
Val Bezic - President

~~PER:XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

THE CORPORATION OF THE CITY OF MISSISSAUGA

Authorizing By-Law No. 347-93

Per: [Signature]
Mayor

Passed on July 14, 1993

Per: [Signature]
DEPUTY Clerk

THE REGIONAL MUNICIPALITY OF PEEL

Authorizing By-Law No. _____

Per: [Signature]
Chairman R. KENT GILLESPIE - REGIONAL SOLICITOR

Passed on _____

Per: [Signature]
Clerk D.E. TRAUTER REGIONAL CLERK

Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE A

LEGAL DESCRIPTION

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DEVELOPMENT AGREEMENT

SCHEDULE 'B'

400E-92

T-87044

(WARNING CLAUSES AND NOTICE PROVISIONS)

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PROVISION FOR CENTRAL AIR CONDITIONING

Lots 25, 26, 27 and 28

- i) Purchasers are advised that due to increasing road traffic on Winston Churchill Boulevard, noise levels will continue to be of concern, occasionally interfering with some activities of the dwelling occupants, as the noise exposure level may exceed the noise criteria of the Municipality and the Ministry of the Environment."
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CENTRAL AIR-CONDITIONING, NOISE FENCE

Lot 29

- i) Purchasers are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from increasing road traffic on Winston Churchill Boulevard will continue to be of concern, occasionally interfering with some activities of the dwelling occupants, as the noise exposure level will exceed the noise criteria of the Municipality and the Ministry of the Environment.
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SCHEDULE 'B' - cont'd

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CATCHBASINS

Lots 7, 9, 13, 16, 24 and 27

- i) Purchasers are advised that for the purpose of properly draining the lands, the developer has been required to install a catchbasin and associated leads in the rear yard of the lot, that it is the responsibility of the lot owner to maintain the said catchbasin and leads in an operational state of repair and free of all obstructions. It is hereby acknowledged that the aforesaid catchbasin is intended to accept drainage from the lot and from adjacent lots and the Purchaser/Owner hereby agrees that the grades on the lot shall not be altered in any manner that will adversely affect the drainage pattern with regard to the lands intended to be served by the said catchbasin.

WOOD PRIVACY FENCE

Lot 19 and Block 31

Purchasers are advised and hereby put on notice that a 1.8m high wood privacy fence is located along the side/rear lot line of this lot and that the said wood privacy fence shall not be altered or removed. It shall be the obligation of the owner of the lot to maintain and keep in repair that portion of the wood privacy fence situated along the side/rear lot line of the lot.

SCHOOLS

(A) The Subdivision lands:

- i) WHEREAS, despite the efforts of the Peel Board of Education, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation policy. You are advised to contact Planning and Resources Department of the Peel Board of Education to determine the exact schools.

SCHEDULE 'B' - cont'd

- ii) WHEREAS, despite the best efforts of the Dufferin-Peel Roman Catholic Separate School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated at temporary facilities and/or bussed to a school outside of the area and further that the students may later be transferred to the neighbourhood school.

POSTAL SERVICE

(1) 'The Subdivision Lands'

Purchasers are advised that door to door postal service will not be available within this development.

DRIVEWAY WIDTH AND CURB CUT

Lots 24-29 (detached dwellings under 12m frontage).

- i) Purchasers are advised that the maximum curb cut permitted is 5.0m per single detached dwelling.
- ii) Purchasers are advised that the maximum driveway width inside the property limits is 6.0m per single detached dwelling.

ACCESS FOR CORNER LOTS

Lots 19, 29 and Block 31

- i) Purchasers are advised that for the above corner lots only one access/driveway is permitted.

Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE C

RESTRICTIONS AND CONDITIONS REGARDING THE ISSUANCE OF BUILDING PERMITS

1) **CONSULTING ENGINEER**

In accordance with Clause 1 (k) of this agreement the Consulting Engineer will ensure by means of his certification of the lot/block grading plan that the proposed construction satisfies the following criteria:

- a) that the basements of all proposed buildings are one meter above the obvert of the adjacent municipal storm sewer.
- b) that the driveway locations are in accordance with the location shown on the aboveground servicing plan for Lot 19, and Block 31. (Corner Lots).
- c) That the building envelopes, driveway curb cuts driveway locations and widths are in accordance with the location and dimensions shown on the aboveground servicing plans for Lots 23, 24 - 29. (Detached dwelling frontages less than 12m).
- d) That sedimentation controls have been implemented on the catchbasins sited on Lots 7, 9, 13, 16, 24 and 27 in accordance with the topsoil removal permit and sediment and erosion control plan as required under the City's Topsoil Preservation By-law 512-91.

2) **TRANSPORTATION WORKS DEPARTMENT**

- a) Prior to issuance of building permits for Lots 24 - 29 incl. (detached dwellings under 12m frontage) the site plan is to be reviewed by the Transportation and Works Department to ensure the following requirements:
 - (i) The maximum curb cut permitted is 5.0m per single detached dwelling.
 - (ii) A parking plan depicting on street parking spaces per dwelling is to be submitted for approval by the Transportation and Works Department.

DEVELOPMENT AGREEMENT

SCHEDULE C

3) PLANNING AND DEVELOPMENT DEPARTMENT

A) PLANNING DIVISION

1. Approval of site development and landscaping plans by the City Planning Division will be prerequisites to the issuance of building permits for Lots 19, 29 and Block 31.

Site plans for these lots will be reviewed according to the following design criteria:

- the side elevations should be designed in a manner equal to the front elevation in terms of details, trim, the orderly placement of windows and roof forms;
- designs which locate the main entry facing the side lot line are preferred.
- acoustic fencing or privacy fencing should not extend more than 3.0m (10 ft.) forward from the rear wall of the house.

B) BUILDING DIVISION

1. In accordance with the Noise Report, dwelling constructed on the following lot is to be fitted with a central air conditioning unit. Lot 29.

The site plan for this lot is to depict the proposed location of the condenser unit recognizing the restraints of the zoning by-law.

2. In accordance with the Noise Report, dwellings constructed on the following lots are to be fitted with forced air heating systems with ducting sized to accommodate central air conditioning. Lots 25, 26, 27 and 28.

Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE C

B) BUILDING DIVISION

3. Prior to the issuance of building permits for Lot 29 the acoustical consultant shall certify that the builders plans are in accordance with the updated Noise Report approved by the City.
4. The following clause is to be included on the building plans for Lot 29. "Prior to final inspection of the building on the affected lot, the acoustical consultant shall certify that the building is in compliance with the acoustical report for the particular building".
5. "Lots 11 and 18 shall be designated as fire break Lots".

The City Planning and Building Department will process complete applications for building permits and on approval issue "foundation only" permits for the designated fire break lots. The "completion" permits for these lots will be issued only upon the approval of the Chief Building Official (in conjunction with the Fire Chief), when in the opinion of the Chief Building Official the intent of this restriction has been satisfied.

6. No Building Permits are to be issued for Blocks 30 and 31 until these blocks can be developed in conjunction with Part 2, 3 and 4, Plan 43R-19533 and Part 5, Plan 43R-19533 to the south respectively and permit development in accordance with the zoning bylaw.
7. Driveway locations for lots adjacent to the rear yard of the following corner lots shall be as far removed as possible from the said corner Lot 19 and Block 31.
8. The sideyard setback of all buildings and structures including swimming pools on Lot 29 where abutting Winston Churchill Blvd. shall be a minimum 7.5m (25ft.)

Our File: 400E-92
21T-87044
July, 1992

DEVELOPMENT AGREEMENT

SCHEDULE C

4. COMMUNITY SERVICES DEPARTMENT

NIL

5. CONSERVATION AUTHORITY

NIL

6. REGIONAL MUNICIPALITY OF PEEL

1. Prior to the issuance of building permits for any Lots/Blocks, satisfactory arrangements must be made with Regional Municipality of Peel with regard to water service applications and payment of the required connection charges.

T87044

347-93

REVISED: SEPTEMBER 25, 1992
FOR RESIDENTIAL SUBDIVISIONS
DEVELOPED UNDER A PLAN OF
SUBDIVISION WITHOUT PARK WORKS

CITY OF MISSISSAUGA
SERVICING AGREEMENT

THIS AGREEMENT made in nontuplicate with the authorization by-law for execution by the municipal authorities passed by the Region on July 13, 1989 and the City on July 14, 1993.

BETWEEN:

NICLYN DEVELOPMENTS LTD.
hereinafter called the "Developer"

OF THE FIRST PART:

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA
hereinafter called the "City"

OF THE SECOND PART:

- and -

THE REGIONAL MUNICIPALITY OF PEEL
hereinafter called the "Region"

OF THE THIRD PART:

WHEREAS the lands to be serviced by this Agreement and described in Schedule "A" to this Agreement, are hereinafter referred to as the "Lands" and are reported to be
1.921 hectares: and
(area)

WHEREAS the Developer warrants that he is the registered owner of the Lands and has applied to the Region for approval of a Plan of Subdivision thereof, hereinafter referred to as the "Plan"; and

WHEREAS this Agreement is supplemental to a Development Agreement between Niclyn Developments Ltd., the City, and the Region, dated the day of June, 1993; and

WHEREAS the City and the Region require the Developer to agree to construct and install certain "Works" such as sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, sidewalks, streetlighting, environmental Works, lot grading and any other requirements as hereinafter provided and to make financial arrangements with the City and the Region for the installation and construction of the Works before final approval of the Plan; and

WHEREAS the Developer is required by the City and the Region to dedicate for public purposes certain portions of the Lands; and

WHEREAS the word "Developer" refers to the party responsible for the construction of the Works and includes one or more Individuals, an Association, a Partnership, a Limited Partnership, or a Corporation and wherever the singular is used herein it shall be construed as including the plural;

ENDS

NOW THEREFORE THIS AGREEMENT WITNESSETH. that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise, and agree with each other as follows:

CONSULTING ENGINEER

1. The Developer shall employ engineers registered with the Association of Professional Engineers of Ontario, with expertise in the municipal engineering field:
 - (a) to co-ordinate any necessary geological, environmental, and hydrological investigations, including the preparation and submission of associated engineering reports;
 - (b) to prepare designs, including the incorporation of all required geological, environmental, and hydrological aspects for the Works;
 - (c) to prepare and furnish all required drawings and specifications for the Works;
 - (d) to furnish digital information in a format acceptable to the City's Commissioner of Transportation and Works and Regional Commissioner of Public Works;
 - (e) to prepare the necessary contract(s) for the Works;
 - (f) to obtain the necessary approvals in conjunction with the City or the Region for the Works;
 - (g) to provide the field layout, the contract administration and the full-time supervision and inspection of the construction for the Works;
 - (h) to maintain records of all phases of the construction and upon completion to advise the City and/or the Region of all construction changes and final measurements thereof and to deliver final "as-constructed" drawings of the Works within 60 days of acceptance by the City and/or the Region;
 - (i) to provide co-ordination and scheduling to comply with the construction and maintenance timing provisions of this Agreement;
 - (j) to act as the Developer's representative in all matters pertaining to the construction and maintenance of all Works specified in this Agreement;
 - (k) to furnish the City's Commissioner of Planning and Development and Commissioner of Transportation and Works with a certified lot grading plan with respect to each lot or block for which a building permit application is made, certifying that the proposed construction is in conformity with the overall grading, municipal servicing, and environmental requirements;
 - (l) to certify to the City's Commissioner of Planning and Development, with respect to each lot or block for which a building permit has been released, that the final footing and top of foundation elevations are in conformity with the Building Code and the certified lot grading plan furnished in clause (k), such a certificate to be submitted prior to the building's superstructure Works proceeding;

1. cont'd

- (m) to furnish the City's Clerk and Commissioner of Transportation and Works, with a certificate for each lot or block within the Plan, with respect to the final lot grading, certifying that the finished building and grading elevations have been found to be in conformity with the certified lot grading plan furnished in clause (k) or as otherwise approved by the City's Commissioner of Transportation and Works;
- (n) to furnish the City's Commissioner of Transportation and Works and/or the Region's Commissioner of Public Works with a certificate stating that all of the Works have been completed in accordance with the drawings and specifications, as may be amended from time to time, which form part of this Agreement;
- (o) to ensure compliance with the Construction Lien Act, 1983, as amended from time to time (hereinafter referred to as "the Construction Lien Act") and without limiting the generality of the foregoing to furnish the City's Commissioner of Transportation and Works and/or the Region's Commissioner of Public Works, as and when requested by them, with copies of any or all of the contracts entered into by or on behalf of the Developer for the construction of the Works herein together with any or all of the following contract documentation:
 - (i) certificates of progress payments;
 - (ii) certificate of substantial performance given pursuant to the provisions of the Construction Lien Act, 1983; and
 - (iii) particulars of publication of the certificate of substantial performance.
- (p) to ensure that the utilities, such as Bell, Gas, Cable T.V., Hydro and others, are located in the road allowance in accordance with the plans approved by the City of Mississauga Public Utilities Coordinating Committee.

DRAINAGE AND GRADING

- 2. (a) All lots and blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with sound engineering design principles and in conformity with the overall grading plan prepared by the consulting engineer or such revisions to the grading plan as might be required or agreed to by the City's Commissioner of Transportation and Works.
- (b) Grading Work should be completed as soon after house construction as practical. A final lot grading certificate will be issued for each lot and block no later than twelve (12) months after the issuance of a building permit for that lot or block.

AMENDMENTS TO PLANS OF WORKS

- 3. The Developer and the engineers employed by him shall have all amendments to the plans and specifications for Works for which the Region is responsible approved by the Region's Commissioner of Public Works. All other amendments to the plans and specifications for the Works shall be approved by the City's Commissioner of Transportation and Works.

SCHEDULE "A"

4. (a) The Developer warrants that he is the registered owner of the lands described in Schedule "A" to this Agreement and that application for approval of a Plan of Subdivision has been made for these lands.

SCHEDULE "A-1"

- (b) The Works and the improved construction location of each of the Works is shown on the plans and details which form Schedule "A-1" of this Agreement.

SCHEDULE "B"

5. The Developer agrees to obtain or provide the Transfers of land and easements, free and clear of all encumbrances, and to execute and deliver all transfers of land and transfers of easement required by the City and/or the Region, as listed in Schedule "B" of this Agreement.

SCHEDULE "C"

6. Lands unsuitable for building purposes and lands with special conditions to be met by the Developer prior to issuance of building permits are listed in Schedule "C" of this Agreement.

SCHEDULE "D"

7. The listing of the Works and the individual amounts required for security purposes for each of the Works and amounts of cash contribution are shown in Schedule "D" of this Agreement.

SCHEDULE "E"

8. Details of the participation, if any, of the City and/or Region with respect to the financing of the Works, are shown in Schedule "E" of this Agreement.

SCHEDULE "F"

9. The Developer agrees to complete the Works as listed in Schedule "D", in accordance with the timing provisions as outlined in Schedule "F" of this Agreement. Any extension of these completion dates is to be approved in writing by the City's Commissioner of Transportation and Works and/or Region's Commissioner of Public Works.

SCHEDULE "G"

10. To the extent that declarations of the Developer may be required by the City and/or Region under paragraphs 11, 18 and 22 of this Agreement, the Developer agrees to provide the declaration in the form attached as Schedule "G" to this Agreement.

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NOTIFICATION OF COMMENCEMENT

11. (a) The Developer may commence the construction of any of the Works prior to the Registration of the Plan if authorization is obtained in writing from the City's Commissioner of Transportation and Works. Furthermore, the Developer or his Consulting Engineer will provide written notice to the City and Region of his intent to commence Work 48 hours prior to commencing such Work.
- (b) Should for any reason there be a cessation or interruption of construction, the Developer or his Consulting Engineer shall provide written notification to the City and/or the Region (as applicable) 48 hours prior to Work resuming.
- (c) Upon registration of the Plan, the Developer shall thereupon provide to the City's Commissioner of Transportation and Works and the Region's Commissioner of Public Works a declaration certifying that there are no lien claims or existing liens relating to any of the completed Works, or alternatively, certifying as to the amount of the holdback or holdbacks required in respect of the completed Works to be held back by the Developer pursuant to the provisions of the Construction Lien Act. In the event the declaration certifies that a holdback is required, the Developer shall immediately deposit with the City, in addition to the letter of credit provided for under paragraph 18 herein, an additional letter of credit in the amount of the holdback or holdbacks so certified by the Developer.

SCHEDULING

12. Where, in the opinion of the City or the Region, any of the Works will in any manner benefit or serve land that is not included in the Lands, the Developer will observe such order of installation of the Works as the City or the Region requires and for that purpose will construct, install or perform the Works as the City or the Region from time to time may request.

ADDITIONAL WORKS

13. (a) If at any time and from time to time during the development of the subdivision, the City or the Region is of the opinion that additional Works are necessary to provide adequately any of the public services required by the Plan, the Developer shall construct, install or perform, at his expense, such additional Works at the request of the City or the Region and shall provide additional security pursuant to the terms of paragraph 18 herein.
- (b) Granular trench backfill is to be used when conditions do not permit native material to be compacted properly, because of the excess moisture, lack of moisture or frost. Written approval from the City's Commissioner of Transportation and Works is required for all native trench backfill between December 15 and May 15. Where such approval is not granted by the City's Commissioner of Transportation and Works granular backfill shall be used for all trenches under roadways.

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USE OF WORKS BY CITY OR REGION

14. The Developer agrees that:
- (a) the Works may be used by the City or Region or other authorized persons for the purposes for which such Works are designed.
 - (b) such use shall not be deemed an acceptance of the Works by the City or Region, and
 - (c) such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used.

EMERGENCY REPAIRS

15. Employees or agents of the City, or the Region, may enter the Lands at any time or from time to time, without notification, for the purpose of making emergency repairs to any of the Works or the existing grading. Such entry and repairing shall not be deemed an acceptance of any of the Works by the City or the Region, nor an assumption by the City or the Region of any liability in connection therewith nor a release of the Developer from any of his obligations under this Agreement.

DEVELOPER'S LIABILITIES

16. (a) Until the final acceptance of all the Works required by this Agreement, by resolution of the City Council, the Developer shall indemnify the City and the Region against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of the Developer, its agents or employees doing, failing to do, or doing incorrectly or negligently anything it is required to do by the terms of this Agreement.
- (b) The Developer shall take all precautions necessary to protect the public against injury on any lands set out in the plan, and when necessary keep out danger signals at night and at such other times and places as public safety may require.
- (c) The said indemnity shall apply to all lands set out in the plan pending final acceptance of the entire plan by the City and the Region.

INSURANCE

17. The Developer shall insure against all damages or claims for damage, with a policy or policies from an Insurance Company satisfactory to the City and Regional Treasurers. Such policy or policies shall include the City and Region as additional named insureds and shall remain in the custody of the City Treasurer and shall be retained in full effect during the life of this Agreement including the period of guaranteed maintenance. The policy must comply with the following conditions:
- (a) The minimum limits shall be \$5,000,000.00 all inclusive.
 - (b) No blasting is to take place on or adjacent to this site without satisfactory proof of insurance coverage being provided to the City.

SECURITIES

18. (a) At the time this Agreement is executed by the City and Region, the Developer shall have deposited with the City a cash deposit or a letter of credit as approved by the City Treasurer in the amount of 100% of the estimated cost of the Works to be installed as listed in Schedule "D".

to the City Treasurer, together with a statutory declaration in a suitable legal form by the Developer that the Developer has paid all accounts that have become due and payable in connection with the engineering, construction, installation and maintenance of the Works, that the Developer has complied with the provisions of the Construction Lien Act, and indicating the amount of the holdback held in trust in respect of any of the completed Works pursuant to the Act. . . .

END

17. cont'd

- (c) The period of insurance policy coverage shall be for the full life of the Agreement with a one (1) year minimum renewal date. The Developer agrees that the insurance policy will not be cancelled or allowed to expire until the City's Commissioner of Transportation and Works releases the Developer of his obligations and provided further without limiting the generality of the foregoing the policy shall contain a provision that it may not be changed, cancelled or allowed to expire without at least thirty (30) days prior written notice being given to the City by Registered Mail.
- (d) The Developer is responsible for all adjustment service costs and shall maintain a deposit with the City throughout the term of this Agreement in the amount of the deductible.
- (e) The Developer shall deposit with the City, a certificate of insurance, in a form acceptable to the City, certifying that insurance as required by this clause has been obtained and is in full force and effect and the Developer shall provide to the City from time to time if requested to do so proof that all premiums on such policy have been paid.

The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

Should the Developer fail to maintain the proper insurance coverage for the term of this Agreement, the City will have the authority to draw on the securities posted by the Developer to pay any and all costs related to maintaining the proper insurance coverage.

SECURITIES

- 18. (a) At the time this Agreement is executed by the City and Region, the Developer shall have deposited with the City a cash deposit or a letter of credit as approved by the City Treasurer in the amount of 100% of the estimated cost of the Works to be installed as listed in Schedule "D".
- (b) In lieu of the cash deposit or letter of credit required under clause (a) the Developer may deposit securities being:
 - (i) a cash deposit or a letter of credit as approved by the City Treasurer in the amount of 30% of the estimated cost of the Works as set out in Schedule "D", and
 - (ii) a performance bond as approved by the City Treasurer securing the Works to the value of at least 80% of the estimated cost of the said Works, provided that the cash deposit or letter of credit shall be in a minimum amount of the greater of \$1,000,000.00 and 30% of the estimated cost.
- (c) Acceptable securities must remain in effect for the full duration of this Agreement. Any letter of credit and its subsequent renewal forms shall contain a clause stating that thirty (30) days notification will be given to the City in writing prior to its expiry or cancellation.

...

18. (c) cont'd

If at any time, the estimated cost of completion of the Works, or of the Works still to be undertaken together with an estimate of the security required by paragraph 18 (d)(h) (such estimates to be determined solely by the City and/or the Region) exceeds the amount of the securities then held by the City, the Developer, upon receipt of written notice from the City's Commissioner of Transportation and Works or the Region's Commissioner of Public Works, shall supply additional securities acceptable to the City and the Region to cover the difference within thirty (30) days.

In the event that the City receives notification that a letter of credit is expiring and will not be renewed, or, if further or additional securities are not provided within the said thirty (30) days, the City may draw on the current security. The Developer agrees that any interest accruing on the realized security shall belong to the City and not to the Developer.

- (d) The securities accepted by the City shall be adjusted yearly to ensure an adequate amount is maintained for the full life of the Agreement.
- (e) Upon the failure by the Developer to repair or maintain a specific part of the Works as requested by the City and/or the Region, and in the time requested, the City, may at any time authorize the use of all or part of the securities to pay the cost of any part of the Works the City and/or the Region may in its or their absolute discretion deem necessary.

In the case of emergency repairs or clean-up of roads as noted in paragraphs 15 and 19 hereof, the City and/or the Region may undertake the Works at the expense of the Developer

- (f) Upon the failure by the Developer to complete all or part of the Works in the time or times as stipulated in Schedule "F" of this Agreement, the City and/or the Region, may draw the appropriate amount from the securities and use the funds to arrange for the completion of the said Works, or any part thereof.
- (g) Upon registration on the title to the lands of the City or Region or upon receipt by the City or Region of a claim for lien in respect of any services or materials supplied in the construction, installation, repair or maintenance of the Works herein, the City shall be at liberty without a resolution of Council to draw an amount from the securities sufficient to pay same into Court in order to vacate the claims for lien, or in satisfaction of the City's and/or Region's holdback obligations under the Construction Lien Act.

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MAINTENANCE PERIODS

19. (a) The Developer shall maintain all underground Works for a period of one (1) year from the respective dates of preliminary acceptance by the City and the Region of those underground Works for which they are responsible. Prior to the completion of the maintenance period, the Developer shall correct any deficiencies reported by the Region and/or the City.

Notwithstanding the above, the Developer will be responsible for correcting any damages to the underground Works caused by the construction of above ground Works or building activities until assumption of the Works by the City.

- (b) The Developer shall maintain all roads up to base course asphalt, including curb base, and above ground watermain Works, for a period of three (3) years from the respective dates of acceptance by the City and the Region of those services for which they are responsible. All other above ground Works, excluding top course asphalt, shall be maintained by the developer for a period of one (1) year after acceptance. Top course asphalt should be maintained for a period of a minimum of three (3) months before acceptance. Prior to the completion of the maintenance period, the developer shall correct any deficiencies reported by the City.

- (c) The Developer shall maintain all road allowances within the Plan free of mud, dust, litter and obstructions as an ongoing basis throughout the term of this agreement. The Developer, on receiving either written or verbal notification from the City to him or his representatives that Work is required, shall immediately undertake such Works as are necessary to clear and/or clean the road allowances. In the event the Developer fails to comply, the City may arrange for the necessary Work to be undertaken at the expense of the developer. The monies for these Works may be drawn from the securities referred to in paragraph 18(a) hereof. The Developer shall also be responsible for the clean-up of existing external roads upon which obstructions and/or mud and dust are deposited by any operations within the Plan and all conditions detailed above for internal roads shall apply.

REQUIREMENTS FOR BUILDING
PERMIT APPLICATIONS

20. The Registration of the Plan, or the acceptance by the City or Region of the Works shall not be deemed to give any assurance that building permits, when applied for, will be issued in respect of the Lots or Blocks shown on the Plan. No application for building permits on Lots or Blocks within the Plan shall be made and the City shall have the right to refuse any such application until the Consulting Engineer certifies that:

- (a) the storm sewers have been constructed to City standards;
- (b) the sanitary sewers and watermains have been constructed to Region standards;
- (c) the required access and builder's road has been constructed to the satisfaction of the City;

.....

20. cont'd

- (d) the City has received a certificate from the Consulting Engineer that the specific building to be erected on any Lot or building Block within the Plan and the proposed grading are in conformity with the overall grading plan and that the Developer has received the approval of the City's Commissioner of Transportation and Works with respect to any variance to the original grading plan;
- (e) all street names and traffic signs have been installed to the satisfaction of the City's Commissioner of Transportation and Works;
- (f) all buildings designated for removal have been demolished and the sites of such buildings cleaned up to the satisfaction of the City's Commissioner of Transportation and Works;
- (g) the City has received a certificate from the Consulting Engineer stating that rear yard catchbasin leads as shown on the drawings have been installed;
- (h) any signs required by the conditions to the draft plan regarding temporary school facilities have been erected within the subdivision.

MINIMUM SERVICES FOR OCCUPANCY

21. No buildings erected on the Lots or Blocks within the Plan shall be occupied until the following services have been constructed for each Lot or Block:
- (a) base course asphalt roads;
 - (b) curb and gutter;
 - (c) streetlighting and electricity;
 - (d) street numbers on the buildings.

FINAL ACCEPTANCE

22. Prior to the City's Commissioner of Transportation and Works releasing the Developer from his obligations, the following conditions must be complied with:
- (a) the Developer shall obtain the approval of the Commissioner of Public Works for the Region and the Commissioner of Transportation and Works for the City of Mississauga with respect to the satisfactory completion of the construction and maintenance of the Works;
 - (b) the Developer shall furnish the City and the Region with a statutory declaration in a satisfactory legal form declaring that the Developer has paid all accounts that are payable in connection with the engineering, installation and maintenance of the Works, and that there are no outstanding claims, lien claims or existing liens relative to the Works pursuant to the provisions of the Construction Lien Act.

END

22. cont'd

- (c) the Developer shall furnish the City and the Region with a certificate from an Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the Plan and has barred the limits of all sewer and watermain easements relative to the development of the lands at a date not earlier than one month prior to the end of the maintenance period of all of the above ground Works as outlined in paragraph 19 of this Agreement.
- (d) the Developer shall furnish the City with a certificate signed by the Consulting Engineer certifying that all Lots and Blocks have been graded in accordance with the overall grading plan, and that there are no outstanding drainage problems for which the Developer is responsible.

UNDEVELOPED LANDS AND
DEDICATIONS

- 23. Until the City's Commissioner of Transportation and Works releases the Developer of his obligations, all undeveloped Lots and Blocks, including all dedicated road allowances, parklands or widenings, are to be graded and maintained in a manner acceptable to the City.

RIGHT OF ENTRY

- 24. The Developer agrees to retain a right of entry onto each Lot and Block for purposes of inspection and/or correction of any grading and drainage related Works relative to the development of the Lands until such time as the subdivision has been assumed by the City. The Developer hereby authorizes the City, its employees, servants and agents to enter upon the Lands at the City's discretion to inspect and/or correct any such drainage related Works on behalf of the Developer.

DEVELOPER'S EXPENSE

- 25. Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless the context otherwise requires.

ATTACHMENTS

- 26. Schedules 'A' to 'G' attached hereto, form part of this Agreement.

RETURN OF SECURITIES

- 27. All securities, or remaining portions thereof, will be returned or released to the Developer as soon as reasonably possible after the City's Commissioner of Transportation and Works releases the Developer of his obligations provided no claims against such securities are received.

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This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF each of the parties hereto has executed this Agreement under seal (SIGNATURES TO BE DATED)
SIGNED, SEALED AND DELIVERED) DEVELOPER

In the presence of:

) NICLYN DEVELOPMENTS LTD.

) Per: Val Bezic c/s

) Val Bezic - President

) *****

) *****

) Date: April June 16, 1993

) THE REGIONAL MUNICIPALITY OF PEEL

R. Kent Gillespie

Chairman
R. KENT GILLESPIE - REGIONAL SOLICITOR

Deborah G. Irons

Clerk

D.E. TROTT - REGIONAL CLERK

(CORPORATE SEAL)

THE CORPORATION OF THE CITY OF
MISSISSAUGA

John D. P. ...

Mayor

Deborah G. Irons

Clerk

ACKNOWLEDGED BY:

THE REGIONAL MUNICIPALITY OF
PEEL

(CORPORATE SEAL)

G. Zamos
Commissioner of Public Works

Regional By-law No. _____

THE CORPORATION OF THE CITY OF MISSISSAUGA

John D. P. ...
Commissioner of Transportation
and Works

City By-law No. 347-93

Developer's Signing Authority:

Val Bezic

Please print or type name of
Representative

Developer's Address: 153 Bridgeland Avenue, Suite 2, Toronto,
Ontario M6A 2X6

Developer's Business Phone Number: 785-9344

Developer's Consulting Engineer: Afton Kikas Limited

END

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:

Dover Estates

DEVELOPER:

Niclyn Developments Ltd.

CONSULTING ENGINEER:

Anton Kikas Limited

SERVICING AGREEMENT

SCHEDULE A

LEGAL DESCRIPTION

All and singular that certain parcel or tract of land and premises situated, lying and being in the City of Mississauga in the Regional Municipality of Peel, and being composed of Lots 1-29 both inclusive and Blocks 30 and 31, Plan 43M- being part of Lot 3 Registered Plan 380.

• 6 • 29 • 93

ENB HRS

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:

Dover Estates

DEVELOPER:

Niclyn Developments Ltd.

CONSULTING ENGINEER:

Anton Kikas Limited

SERVICING AGREEMENT

SCHEDULE A 1

ENGINEERING DRAWING NO.

TITLE

1.	GENERAL PLAN - UNDERGROUND SERVICES
2.	GENERAL PLAN - ABOVEGROUND SERVICES
3.	GRADING PLAN
4.	GRADING PLAN
5.	PLAN AND PROFILE - DOVER CRESCENT
6.	PLAN AND PROFILE - LOYALIST DRIVE
7.	PLAN AND PROFILE - ORLEANS ROAD
8.	PLAN AND PROFILE - TURNSTONE CRESCENT
9.	SANITARY TRIBUTARY AREAS
10.	STORM TRIBUTARY AREAS
11.	TYPICAL LOT GRADING DETAILS

06.29.93

ENR 115

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:

Dover Estates

DEVELOPER:

Niclyn Developments Ltd.

CONSULTING ENGINEER:

Anton Kikas Limited

SERVICING AGREEMENT

SCHEDULE A-1

STANDARD DRAWINGS:

As of the date of this Agreement, all current City of Mississauga, Region of Peel and Ontario Provincial Standard drawings and specifications including any amendments shall constitute part of the Agreement.

06.29.93

ENR UKS

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:	Dover Estates
DEVELOPER:	Niclyn Developments Ltd.
CONSULTING ENGINEER:	Anton Kikas Limited

SERVICING AGREEMENT

SCHEDULE B

1. EXISTING 0.3M RESERVE TO BE ESTABLISHED AS PUBLIC HIGHWAY
 - a) 0.3m reserve to be designated as Public Highway (Turnstone Cres.)
Part 1, Plan 43R-19568 (Total Block 144, Plan 43M-741)
2. LANDS TO BE DEEDED TO THE CITY OF MISSISSAUGA
 - a) Blocks 30 and 31 are to be deeded gratuitously to the City and will be deeded back to the developer when these blocks can be developed in conjunction with the adjacent Parts 2, 3 and 4 of Plan 43R-19533 and Part 5 of Plan 43R-19533 respectively in accordance with the Zoning By-law.

06.29.93
ENR HR

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:	Dover Estates
DEVELOPER:	Niclyn Developments Ltd.
CONSULTING ENGINEER:	Anton Kikas Limited

SERVICING AGREEMENT

SCHEDULE B

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2. LANDS TO BE DEEDED TO THE CITY OF MISSISSAUGA
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Page 1 of 1

06-29-93

END USE

Our File: 400E-92

The City of Mississauga
complete applications for building permits and on approval
issue "foundation only" permits for the designated fire
break lots. The "completion" permits for these lots will be
issued only upon the approval of the Chief Building Official
in the opinion of

06.29.93

070000

Page: 2 of 4

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:	Dover Estates
DEVELOPER:	Niclyn Developments Ltd.
CONSULTING ENGINEER:	Anton Kikas Limited

SCHEDULE D

D. Notes:

- a) Regarding City mud tracing clean-up dust and indiscriminate dumping.

Should the City become involved in these works, the following rates are to apply:

1. Where City forces are used - cost times two.
 2. Where the City retains independent contractors - cost plus forty percent.
 3. Minimum charge is one half day.
- b) An amount of \$20,000.00 shall be held back on the letter of credit until final assumption in order that adequate lot grading and drainage is maintained to the satisfaction of The City of Mississauga.
- c) A total amount of \$66,000.00 shall be held back on the securities to guarantee the grading, topsoiling and sodding of all residential lots and asphalt paving of the driveway between the curb and streetline.

A reduction in the amount of \$2,200.00 per lot is to be considered after lots have been completed to the satisfaction of the City's Transportation and Works Department and receipt of written confirmation from the Developer's Engineer that he has determined that the subject lots have been sodded and topsoiled to 100mm depth minimum (not average) and that a minimum depth (not average) of 150mm of crushed stone has been provided for the entire length of each driveway on firm subgrade and that the driveway has been paved with a minimum compacted depth of 75mm of asphalt (not average) between the curb and the streetline.

- d) A total amount of \$2500.00 shall be held back on the securities to ensure the following lots will be equipped with central air conditioning units. Lot 29.

An amount of \$2,500.00 shall be released for each central air conditioning unit installed after receipt of a certification of installation from the Acoustic Consultant.

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:	Dover Estates
DEVELOPER:	Niclyn Developments Ltd.
CONSULTING ENGINEER:	Anton Kikas Limited

SCHEDULE D

- e) A total amount of \$2,500.00 shall be held back on the securities to ensure that the units on the following Lots have incorporated special construction techniques due to high noise levels. Lot 29.

An amount of \$2,500.00 shall be released for each unit requiring special construction techniques after receipt of a certification of construction from the Acoustic Consultant.

- f) An amount of \$20,000.00 shall be held in the Letter of Credit until final acceptance of the watermain systems is issued by the Region of Peel, to service as protection of the private wells in the area. If the private well systems in this area deteriorate due to the servicing of the plan of subdivision, the developer will provide temporary water supply to the affected residents upon notice by the Region. If the quantity and quality of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the developer will engage the services of a recognized hydrologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the well system.

400E-92

ENCLOSURE

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:

Dover Estates

DEVELOPER:

Niclyn Developments Ltd.

CONSULTING ENGINEER:

Anton Kikas Limited

SERVICING AGREEMENT

SCHEDULE E

- NIL-

06.29.93

Page 1 of 1
06.29.93

Our File: 400E-92
21T-87044
July, 1992

SUBDIVISION:	Dover Estates
DEVELOPER:	Niclyn Developments Ltd.
CONSULTING ENGINEER:	Anton Kikas Limited

SERVICING AGREEMENT

SCHEDULE F

The Developer hereby agrees to complete the following work on or before the associated listed date. Should the Developer feel that an extension to any of these dates is required, the Developer agrees to petition the Region and City through the appropriate Public Works Department.

Underground Services to be completed on or before	<u>July 30, 1993</u>
Curb base and base asphalt to be completed on or before	<u>July 30, 1993</u>
Sidewalk, Top Stage Curb, and boulevard sodding to be completed prior to occupancy on or before	<u>September 30, 1994</u>
Streetlighting to be completed prior to occupancy on or before	<u>December 30, 1993</u>
Grading, topsoiling and seeding of vacant lands to be completed on or before	<u>September 30, 1994</u>
Top course asphalt to be completed on or before	<u>June 30, 1995</u>

SCHEDULE "G"

DECLARATION

CANADA
PROVINCE OF ONTARIO

) IN THE MATTER OF FILE NUMBER
) 400E-92 21T-87044
) REGISTERED PLAN 43M-
) CITY OF MISSISSAUGA IN THE
) REGIONAL MUNICIPALITY OF PEEL,
) being the subject of an
) agreement dated
) between Niclyn Developments Ltd.
) and The City of Mississauga
) and
) The Regional Municipality of
) Peel

I, VAL BEZIC of the City of Toronto in
the Municipality of Metropolitan Toronto solemnly declare that:

(1) I am the President of Niclyn Developments Ltd.
(Position: Corporate Officer) (Company)

and as such have knowledge of the matters herein declared to

(Strike out 2 or 3)

(2) There are no lien claims nor existing liens in respect of the
completed works itemized in the attached letter
from _____ dated _____
(Name of Consultant)
completed as of _____.

(3) The price (as defined in the Construction Lien Act, 1983, as
amended) of the services or materials supplied in the
completion of the works itemized in the attached letter from
_____ dated _____
(Name of Consultant)
completed as of _____ is the sum of _____.
Accordingly, the total of the Developer's holdback(s), being
the potential liability of the City and Region pursuant to the
provisions of the Construction Lien Act, 1983, as amended, in
respect of such works is hereby certified in the sum of
_____.

or

AND I make this solemn declaration conscientiously believing it to be
true and knowing that it is of the same force and effect as if made
under oath and by virtue of the Canada Evidence Act.

DECLARED before me
at the City of Toronto
in the Municipality of Metropolitan
~~xxx~~ Toronto
this day of April 1993.

VAL BEZIC

A Commissioner, etc.

400E-92-21T-87044

ENCL



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 348-93

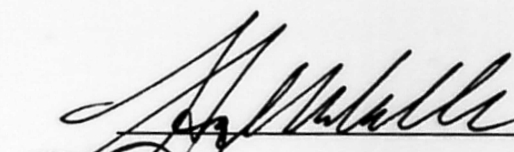
A By-law to Adopt Official Plan Amendment No. 208

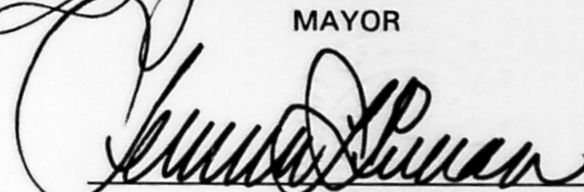
THE COUNCIL of the Corporation of the City of Mississauga, in accordance with the provisions of the Planning Act, R.S.O. 1990, c.P.13, and the Regional Municipalities Act, R.S.O. 1990, c.R.8, hereby enacts as follows:

1. The attached map designated as Schedule "A" and explanatory text, constituting Amendment No. 208 to the Official Plan, specifically the North-North Dixie Secondary Plan (formerly Amendment 225), of the City of Mississauga Planning Area, is hereby adopted.
2. That the Clerk is hereby authorized and directed to make application to the Ministry of Municipal Affairs for approval of the aforementioned Amendment No. 208 to the Official Plan, specifically the North-North Dixie Secondary Plan (formerly Amendment 225), of the City of Mississauga Planning Area.

ENACTED and PASSED this 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
mib			
Date	93	07	14


MAYOR


CLERK

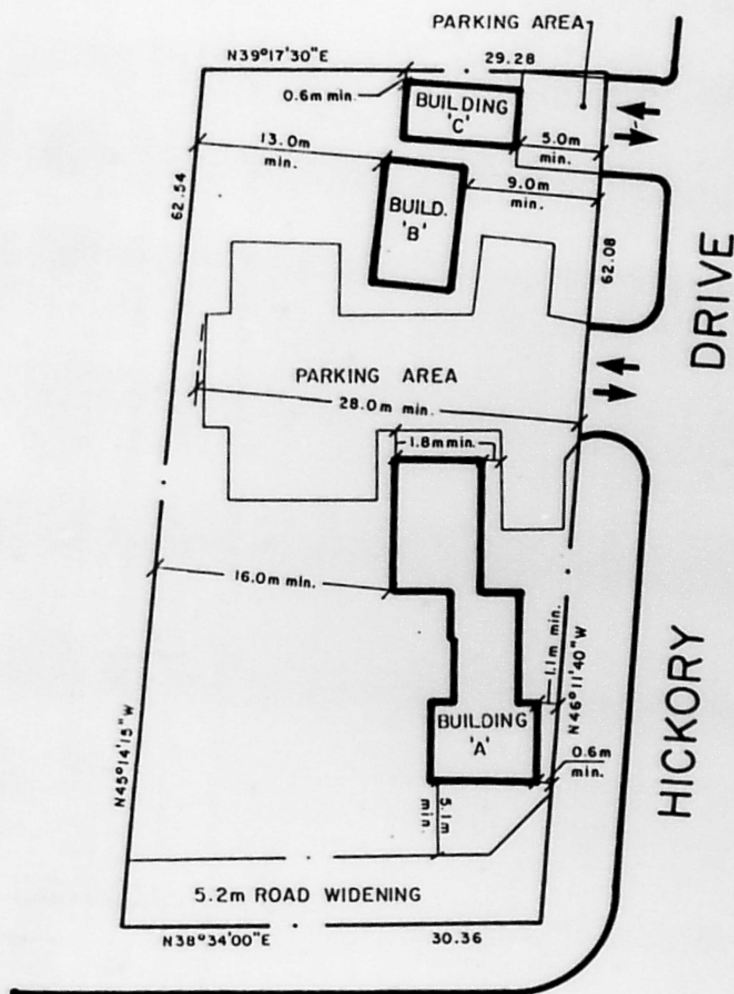
A By-law to amend By-law Number 5500, as amended.

THE COUNCIL of The Corporation of the City of Mississauga, pursuant to section 34 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. By-law Number 5500, as amended, being a City of Mississauga Zoning By-law, (former Town of Mississauga), is further amended by adding the following section:

1994. Notwithstanding their "RCL1" zoning, the lands delineated as
(SPA) "RCL1 - Section 1994" on Schedule "B" of this By-law shall only be used for business, professional and administrative offices and for storage associated with the business, professional and administrative offices in compliance with the "RCL1" zone provisions contained in this By-law, except that:

- (1) the provisions of Section 21 and Section 108, Sub-Sections (3), (4), (5) of this By-law shall not apply;
- (2) the total gross floor area-non residential of all buildings and structures shall not exceed 325 m² of which a maximum 185 m² may be devoted to business, professional and administrative office uses within Building 'A' as shown on Schedule "I" of this Section;
- (3) the remaining 35.0 m² (377 sq.ft.) of gross floor area of the existing Building 'A' (Moore-Stanfield House) and all other buildings on the lands shall be used as storage areas associated with the business, professional and administrative office uses;



0 5 10
metres



BUILDINGS TO REMAIN



VEHICULAR ACCESS

CITY OF MISSISSAUGA

THIS IS SCHEDULE I TO SECTION '1994'
AS ANNEXED TO BY-LAW 349-93

PASSED BY COUNCIL ON July 14, 1993

MAYOR

CLERK

bylaws/BL 1994 DJR/g/1-3



THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 349-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 14th day of July, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 18 of Section 34 of the Planning Act 1990, on the 21st day of July, 1993.

I, also certify that the last day for filing a Notice of Appeal pursuant to subsection 19 of Section 34 of the Planning Act 1990, was the 12th day of August, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 13th day of August, 1993.

A handwritten signature in cursive script, reading "Arthur D. Grannum", is written over a horizontal line.

Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

350-93

A By-law to amend By-law Number 5500, as amended.

THE COUNCIL of The Corporation of the City of Mississauga, pursuant to section 34 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. By-law Number 5500, as amended, being a City of Mississauga Zoning By-law, (former Town of Mississauga), is further amended by adding the following section:

2021. Notwithstanding their "R5" zoning, the lands delineated as "R5 - Section 2021" on Schedule "B" of this By-law shall only be used for the erection of dwellings in compliance with the "R5" zone provisions contained in this By-law except that:

- (1) the area and frontage of lots shall conform to the following requirements:

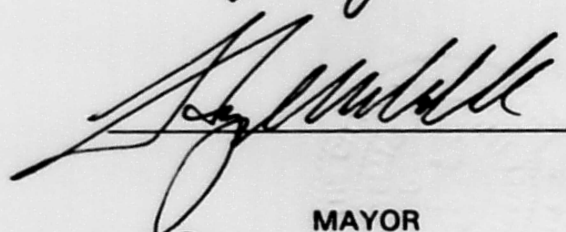
<u>Lot Type</u>	<u>Minimum Lot Area</u>	<u>Minimum Lot Frontage</u>
Interior	300 m ²	9.1 m
Corner	400 m ²	13.1 m

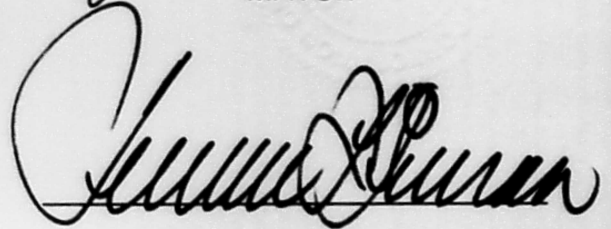
- 2) the side yard of every lot other than a corner lot shall have a minimum width of 1.2m on one side and 0.45m on the other side.

2. Map Number 38, of Schedule "B" to By-law Number 5500, as amended, is further amended by changing thereon from "RM5 - Section 1783" to "R5 - Section 1696", "R5 - Section 2021" and "RM5 - Section 1978" the zoning of Block 136 and Part of Block 137, Registered Plan 43M-975, in the City of Mississauga, PROVIDED HOWEVER THAT the "R5 - Section 1696", "R5 - Section 2021" and "RM5 - Section 1978" zonings shall only apply to the lands which are shown on the attached Schedule "A" outlined in the heaviest broken lines with the "R5 - Section 1696", "R5 - Section 2021" and "RM5 - Section 1978" zonings indicated thereon, respectively.

ENACTED and PASSED this 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
ATB			
Date	93	07	11


MAYOR


CLERK

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.p.13, this By-law came into effect
on July 14, 1993



0 25 50 75 100
metres

BLOCK 136, AND
PART OF BLOCK 137,
R.P. 43M-975
CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 350.93 PASSED BY

COUNCIL ON July 14, 1993

[Signature]
MAYOR
[Signature]
CLERK

Explanation of the Purpose and Effect of the By-law

This By-law changes the zoning of the property outlined on the attached Schedule "A" from "RM5 - Section 1783" to "R5 - Section 1696", "R5 - Section 2021" and "RM5 - Section 1978", to permit detached dwellings, semi-detached dwellings and/or townhouses.

"R5 - Section 1696" permits detached dwellings on lots with the minimum frontage of 11.0 m (36.0 ft.) and an area of 340 m² (3,659 ft²).

"R5 - Section 2021" permits detached dwellings on lots with the minimum frontage of 9.1 m (29.9 ft.) and an area of 300 m² (3,229 ft²).

"RM5 - Section 1978" permits semi-detached dwellings with minimum frontage of 13.6 m (44.6 ft.) and an area of 405 m² (4,359 ft²) and/or street row dwellings with the minimum frontage of 6.85 m (22.5 ft.) and an area of 2.05 m² (2,206 ft²).

Location of Lands Affected

At the southwest corner of Mavis Road and Winterton Way, in the City of Mississauga, as shown on the attached Map designated as Schedule "A".

Further information regarding this By-law may be obtained from Lesley Pavan of the City Planning and Development Staff at 896-5752.



THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 350-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 14th day of July, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 18 of Section 34 of the Planning Act 1990, on the 27th day of July, 1993.

I, also certify that the last day for filing a Notice of Appeal pursuant to subsection 19 of Section 34 of the Planning Act 1990, was the 16th day of August, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 17th day of August, 1993.



Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER ... **381-93**

**A By-law to authorize the execution of a
contract for Consulting Services for the 1993
Economic Development Strategy Review**

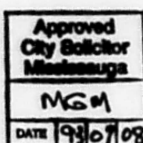
WHEREAS the Council of The Corporation of the City of Mississauga desires to award the contract for consulting services for the 1993 Economic Development Strategy Review of the City of Mississauga to The Cooper & Lybrand Consulting Group in the amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) for the municipal purposes above noted;

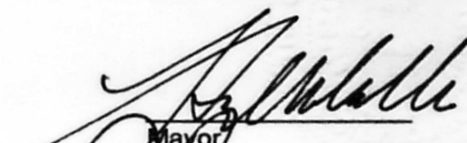
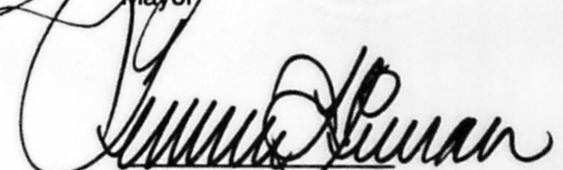
NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That the contract for consulting services for the 1993 Economic Development Strategy Review of the City of Mississauga be awarded to The Coopers & Lybrand Consulting Group in the amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00);
2. That the contract between The Corporation of the City of Mississauga and The Coopers & Lybrand Consulting Group for consulting services for the 1993 Economic Development Strategy Review of the City of Mississauga be executed by the Mayor and the Clerk, and the Corporate Seal be affixed thereto.

ENACTED and PASSED this 14th day of July, 1993

THE CORPORATION OF THE
CITY OF MISSISSAUGA




Mayor

Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **352-93**

**A By-Law to Authorize execution of a contract for the
Reconstruction of City of Mississauga Parking Lots
in Various Locations - Phase I**

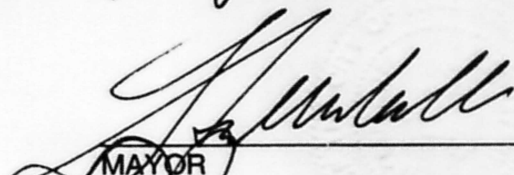
WHEREAS the Council of The Corporation of the City of Mississauga desires to award the contract for FILE REFERENCE P.N. 93-952 and FILE REFERENCE P.N. 93-973 to Fermar Paving Ltd., Rexdale, in the amount of Two Hundred and Eight Thousand, Two Hundred and Forty Three Dollars and Forty Cents (\$208,243.40);

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

That the contract between The Corporation of the City of Mississauga and Fermar Paving Ltd., Rexdale, in the amount of Two Hundred and Eight Thousand, Two Hundred and Forty-Three Dollars and Forty Cents (\$208,243.40) be executed by the Mayor and Clerk and the Corporate Seal affixed thereto following approval of the contract by the Office of the City Solicitor.

ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	07	11


MAYOR

DEPUTY CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **353-93**

A By-law to amend By-law Number 5500, as amended.

THE COUNCIL of The Corporation of the City of Mississauga, pursuant to section 34 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. By-law Number 5500, as amended, being a City of Mississauga Zoning By-law, (former Town of Mississauga), is further amended by adding the following section:

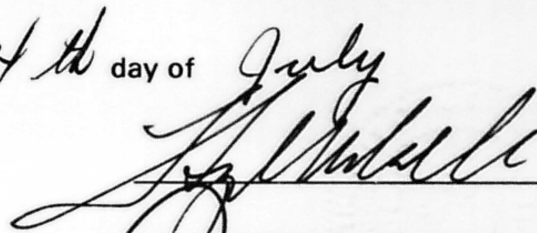
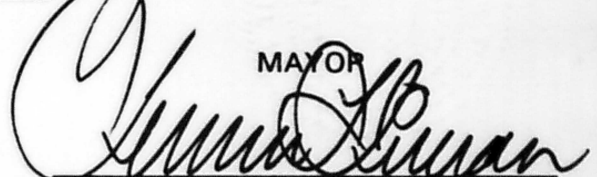
1922. Notwithstanding their "RM5" zoning, the lands delineated as "RM5 - Section 1922" on Schedule "B" of this By-law shall only be used in compliance with the "RM5" zone provisions contained in this By-law, except that:

- (1) the minimum lot area per dwelling unit shall be 220 m²;
- (2) the total number of dwelling units shall not exceed 25.

2. Map Number 38, of Schedule "B" to By-law Number 5500, as amended, is further amended by changing thereon from "A" to "RM5 - Section 1922", the zoning of Part of Lot 2, Concession 1, West of Hurontario Street, in the City of Mississauga, PROVIDED HOWEVER THAT the "RM5 - Section 1922" zoning shall only apply to the lands which are shown on the attached Schedule "A" outlined in the heaviest broken line with the "RM5 - Section 1922" zoning indicated thereon.

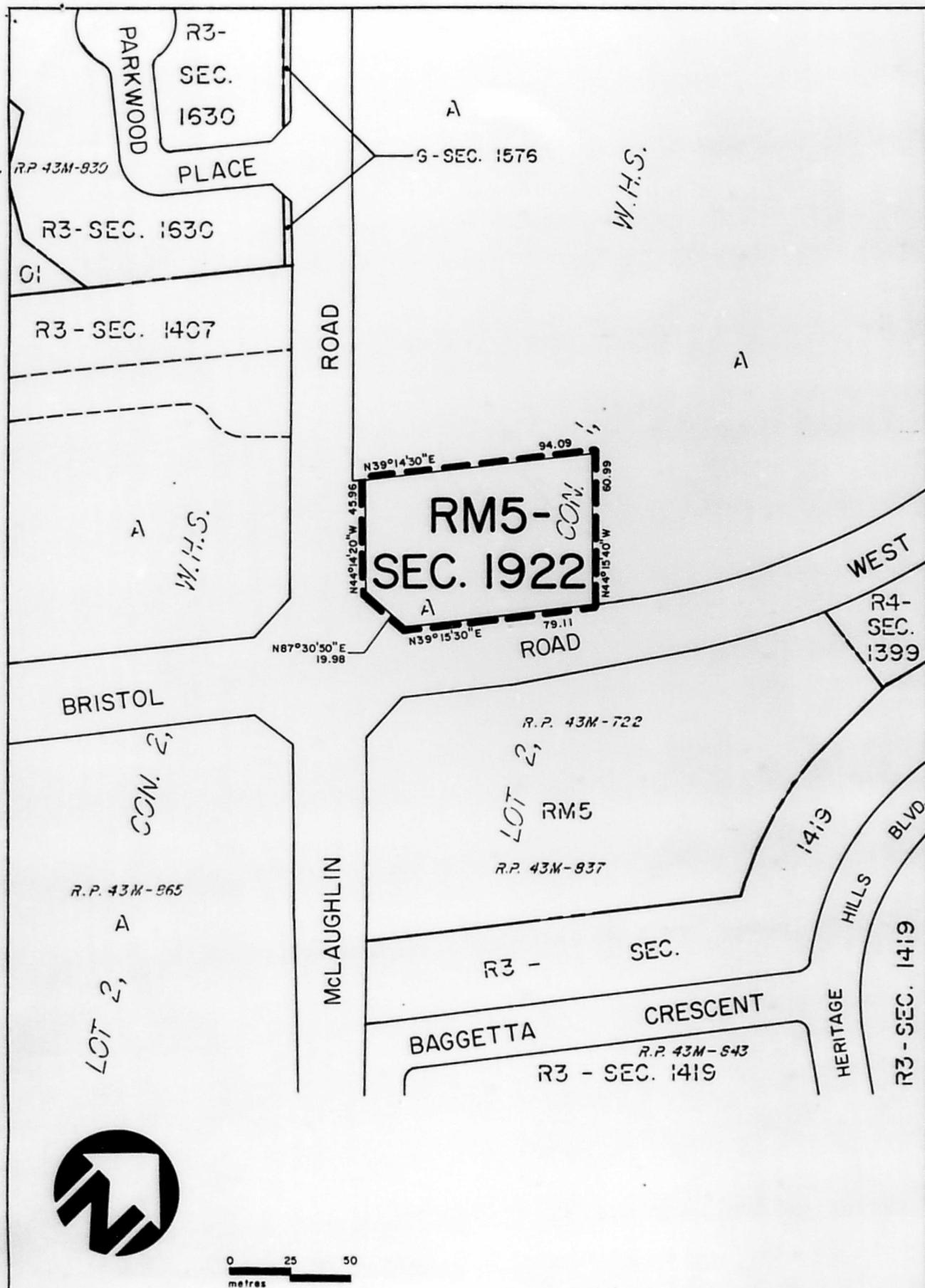
ENACTED and PASSED this 14th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MTB	
Date	93 07 11


MAYOR


In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on July 14, 1993

CLERK



PART OF LOT 2,
CONCESSION I,
W.H.S.
CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 35393 PASSED BY
COUNCIL ON July 14, 1993

[Signature]
MAYOR
[Signature]
CLERK



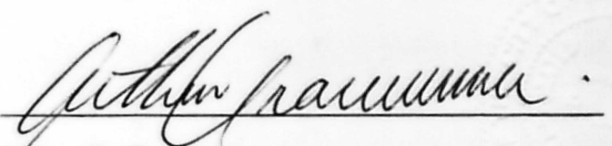
THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 353-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 14th day of July, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 18 of Section 34 of the Planning Act 1990, on the 21st day of July, 1993.

I, also certify that the last day for filing a Notice of Appeal pursuant to subsection 19 of Section 34 of the Planning Act 1990, was the 12th day of August, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 13th day of August, 1993.


Arthur D. Grannum,
Deputy Clerk

ENACTED and PASSED this

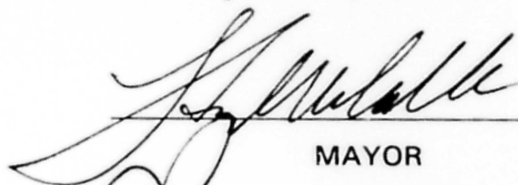
14th

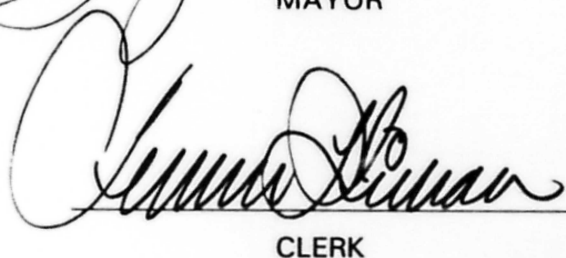
day of

July

1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MCM			
Date	93	07	13


MAYOR


CLERK

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P. 13, this By-law came into effect
on July 14, 1993



PART OF LOT 3,
CONCESSION 5,
W.H.S.
CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 354-93 PASSED BY
COUNCIL ON July 14, 1993

[Signature]
MAYOR
[Signature]
CLERK

R3

DRIVE

R4-64

R.F. M-65

DRIVE

R4-SEC. 506

HILLSIDE

R3

W.H.S.

R4-

SEC. 506

MULLET

R4-
SEC.
506

R4-SEC. 506

H

3,

LOT

H

N65°11'0"E
5.64

N77°34'35"E
11.48

N45°14'30"W
4.42

N39°58'00"E
25.83

N09°06'30"E
18.39

N45°14'30"W
4.42

A -

SEC.

143

CON.

A -

SEC.

143

A -

SEC.

143

Explanation of the Purpose and Effect of the By-law

This By-law changes the zoning of the property outlined on the attached Schedule "A" from "H" to "R4 - Section 506", to permit semi-detached dwellings.

"R4 - Section 506" permits semi-detached dwellings with a minimum frontage of 9.0 m and an area of 275 m².

Location of Lands Affected

On the west side of Hillside Drive and south of Mullet Drive, in the City of Mississauga, as shown on the attached Map designated as Schedule "A".

Further information regarding this By-law may be obtained from Lesley Pavan of the City Planning and Development Staff at 896-5752.



THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 354-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 14th day of July, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 18 of Section 34 of the Planning Act 1990, on the 21st day of July, 1993.

I, also certify that the last day for filing a Notice of Appeal pursuant to subsection 19 of Section 34 of the Planning Act 1990, was the 10th day of August, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 12th day of August, 1993.

A handwritten signature in cursive script, reading "Arthur D. Grannum", written over a horizontal line.

Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **355-93**

Being a By-law

**To repeal portions of By-law Number 65-30, as amended,
Formerly a Town of Streetsville By-law, and
To extend the planning area to which City of Mississauga
By-law Number 5500, as amended, applies, and
To regulate the use of the land within such area, and
To amend By-law 5500, as amended.**

WHEREAS the lands which are the subject of this By-law Amendment are part of the City of Mississauga, and

WHEREAS authority is granted under section 34 of the Planning Act, R.S.O. 1990, c.P.13, to pass this By-law Amendment;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. By-law Number 65-30, as amended, formerly a Town of Streetsville By-law, is repealed insofar as it applies to the lands being part of Lot 3, Concession 5, West of Hurontario Street, formerly in the Township of Toronto, County of Peel, now in the City of Mississauga, described within the limits of the heaviest black line outlined on Map Number 1 which is attached hereto as Schedule "A" to this By-law.
2.
 - (a) Schedule "A" to By-law Number 5500, as amended, is further amended to incorporate those lands described within the limits of the heaviest black line outlined on Schedule "A" to this By-law; and
 - (b) Schedule "B" to By-law Number 5500, as amended, is further amended by adding to Map Number 37, those lands described within the limits of the heaviest black line outlined on Schedule "B" to this By-law.
3. By-law 5500 is further amended by deleting Section 143.

4. By-law Number 5500, as amended, being a City of Mississauga Zoning By-law, (former Town of Mississauga), is further amended by adding the following sections:

2004. Notwithstanding their "RM5" zoning, the lands delineated as
(SPA) "RM5 - Section 2004" on Schedule "B" of this By-law shall only be used for the erection of row dwellings or terraced townhouses in compliance with the "RM5" zone provisions contained in this By-law except that:

- (1) for the purpose of this section "TERRACED TOWNHOUSE" means a building or structure where direct access is gained to each dwelling unit by a separate and individual entry at the ground level or at the first storey above ground;
- (2) the provisions of section 21 and 30, subsections 44(4), (5), (6), (7), (10), (11) (21) and (23) of this By-law shall not apply;
- (3) the total number of dwelling units constructed shall not exceed 57 units per hectare;
- (4) (a) all site development plans shall conform to the provisions of Schedule "I" of this section;

(b) notwithstanding clause (4)(a) of this section, those matters which would otherwise be matters of site plan approval, such as the location of parking spaces, location of above ground stair enclosures, internal driveways, vehicle access points, fencing and landscaping features, and the extent of landscaped areas shall be determined through the site development plan approval process.

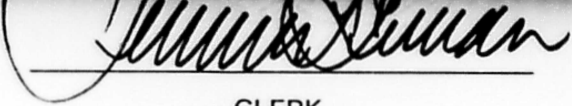
(3) the total number of dwelling units constructed shall not exceed 42 units per hectare;

(4) (a) all site development plans shall conform to the provisions of Schedule "I" of this Section;

(b) notwithstanding (4)(a) of this Section, those matters which would otherwise be matters of site plan approval, such as the location of parking spaces, location of above ground stair enclosures, internal driveways, vehicle access points, fencing and landscaping features, and the extent of landscaped areas shall be determined through the site development plan approval process.

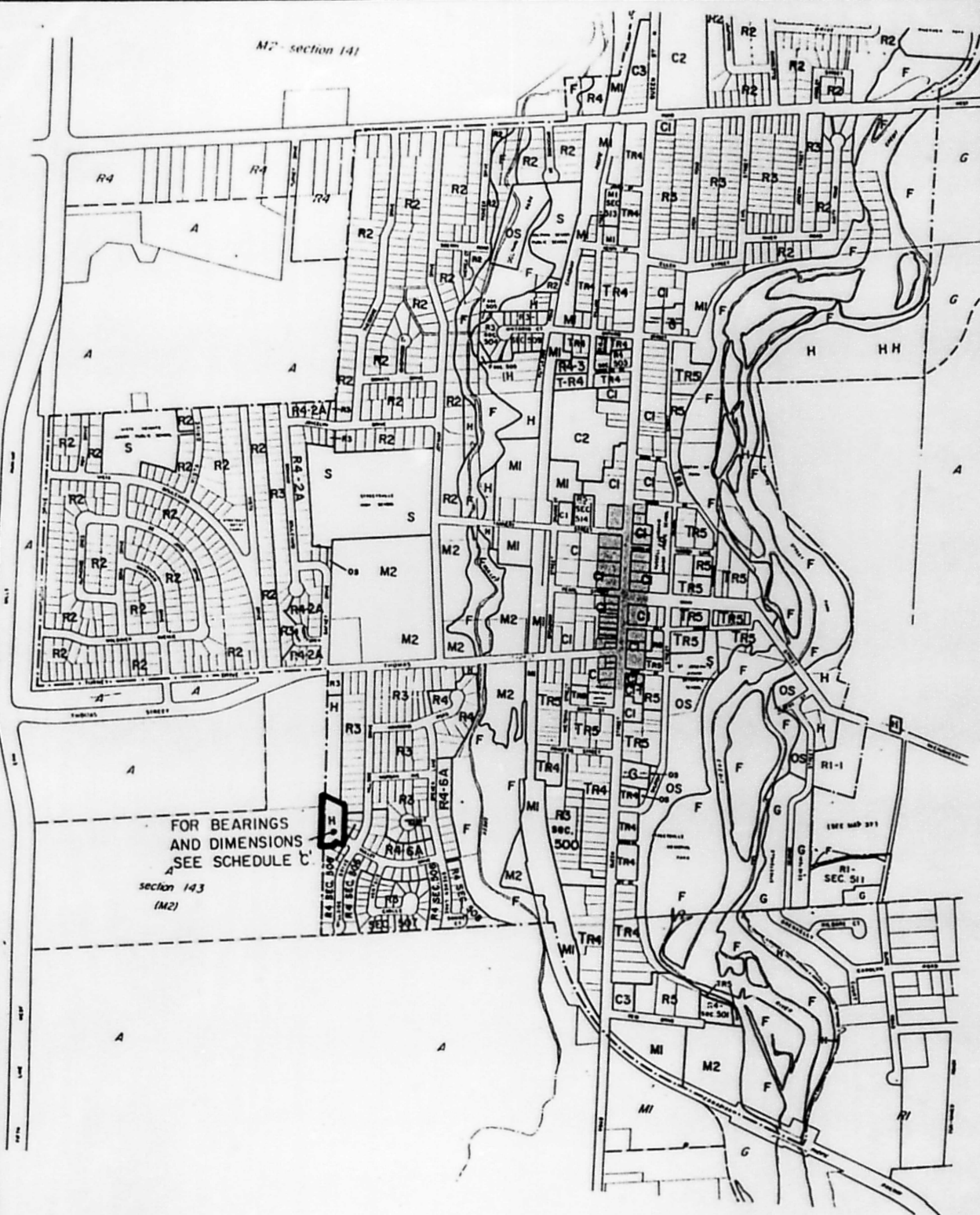
- (2) in addition to the remaining uses permitted under section 83 of this By-law, a convenience store, video rental shop, hardware store, photo studio or photo developing shop, tanning salon and florist shop shall also be permitted;
- (3) the total gross leasable area of all buildings and structures shall not exceed 1 800 m²;
- (4) the total gross leasable area devoted to a drug store, or pharmaceutical agency shall not exceed 115 m²;
- (5) the total gross leasable area devoted to a hardware store shall not exceed 280 m²;

- (6) the total gross leasable area devoted to a food store shall not exceed 185 m²;
- (7) for the purposes of this section, a food store and convenience store may be combined provided the total gross leasable area does not exceed 465 m²;
- (8) notwithstanding subsection (6) and (7) the total gross leasable area of all food and convenience stores shall not exceed 560 m²;
- (9)
 - (a) all site development plans shall conform to the provisions of Schedule "I" of this section;
 - (b) notwithstanding clause (9)(a) of this section, those


CLERK

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on July 14, 1993

M2 - section 141



FOR BEARINGS
AND DIMENSIONS
SEE SCHEDULE C
section 143
(M2)



0 100 200 300 400 500
meters

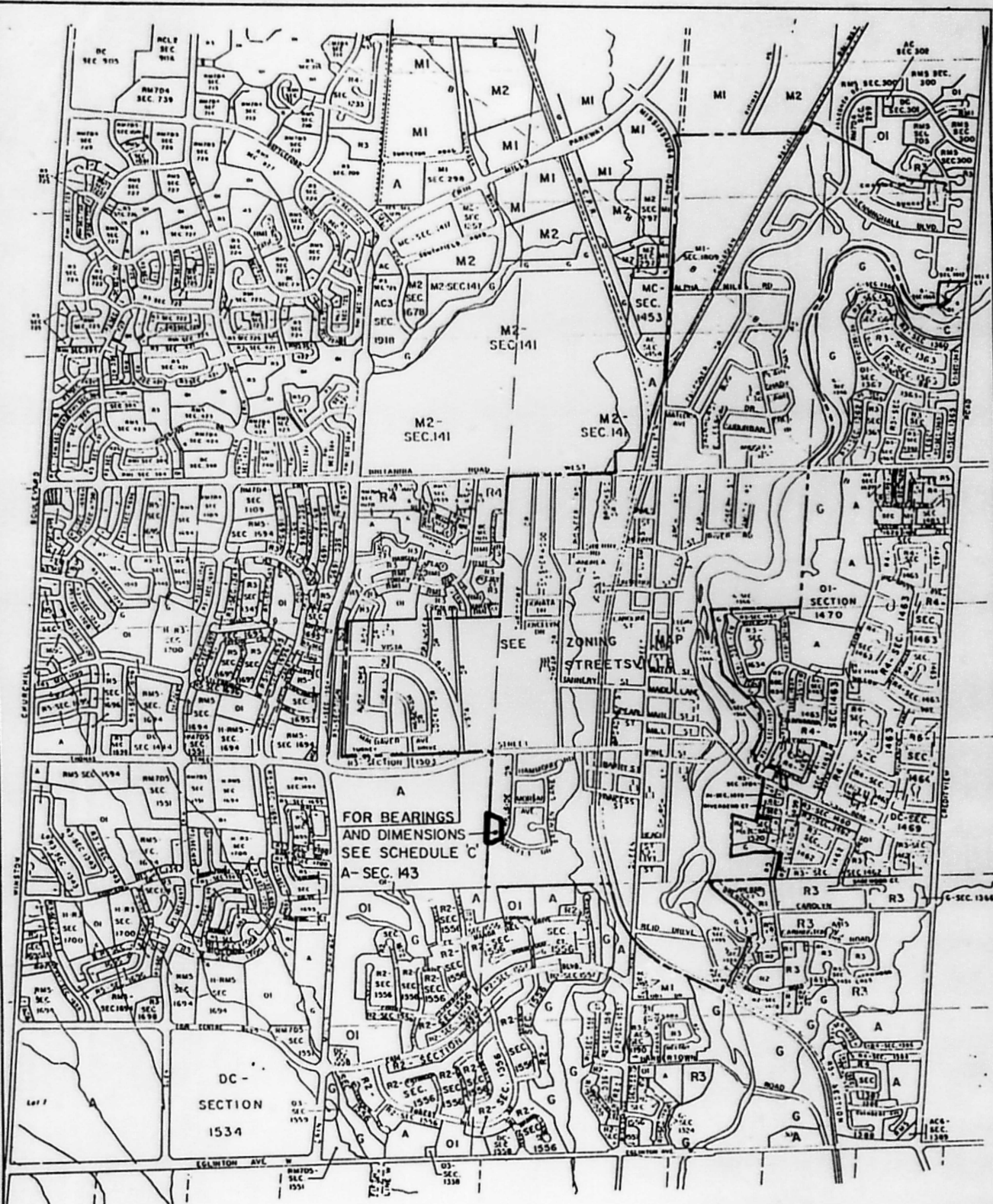
PART OF MAP 1
STREETSVILLE ZONING

CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 358-93 PASSED BY
COUNCIL ON July 14, 1993

MAYOR

CLERK



MISSISSAUGA ZONING MAP 37

CITY OF MISSISSAUGA

THIS IS SCHEDULE 'B' TO
BY-LAW 358-93 PASSED BY
COUNCIL ON July 14, 1993

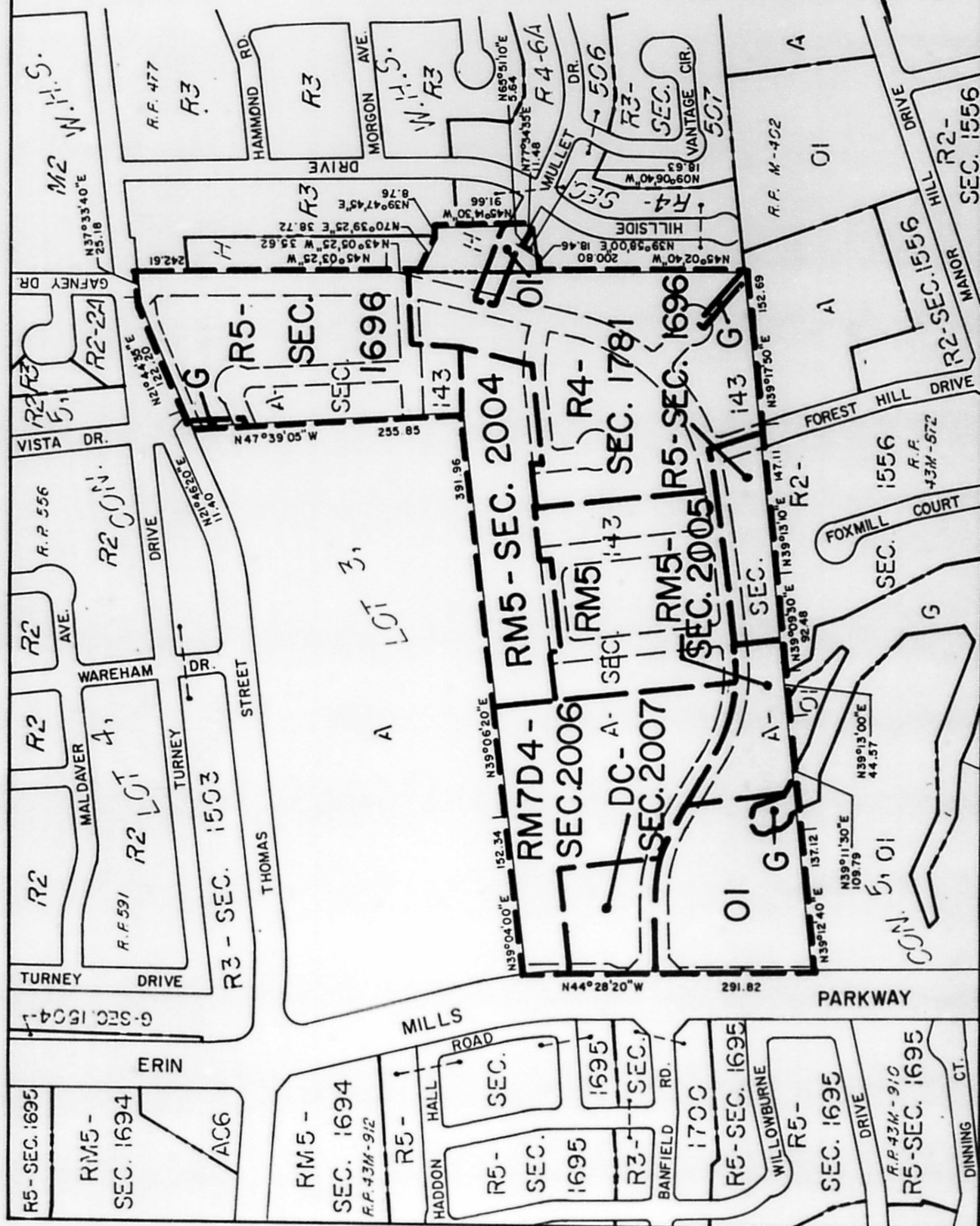
MAYOR

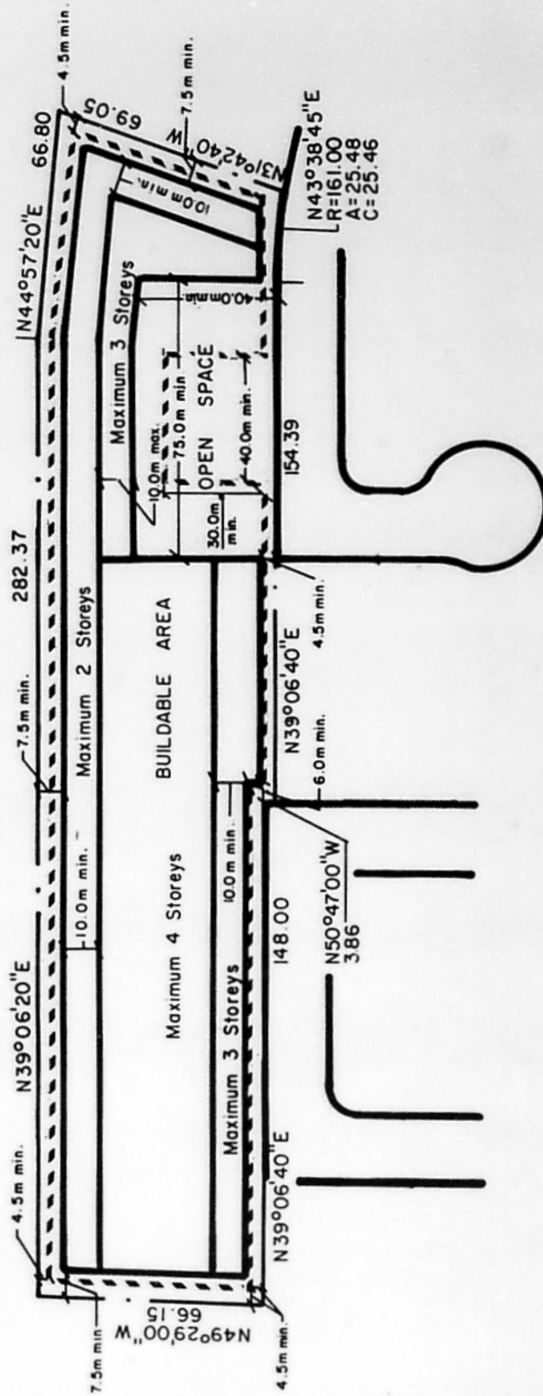
CLERK



THIS IS SCHEDULE 'C' TO
BY-LAW 355-93 PASSED BY
COUNCIL ON July 14, 1993

07/20/92





LIMIT OF UNDERGROUND
PARKING

CITY OF MISSISSAUGA

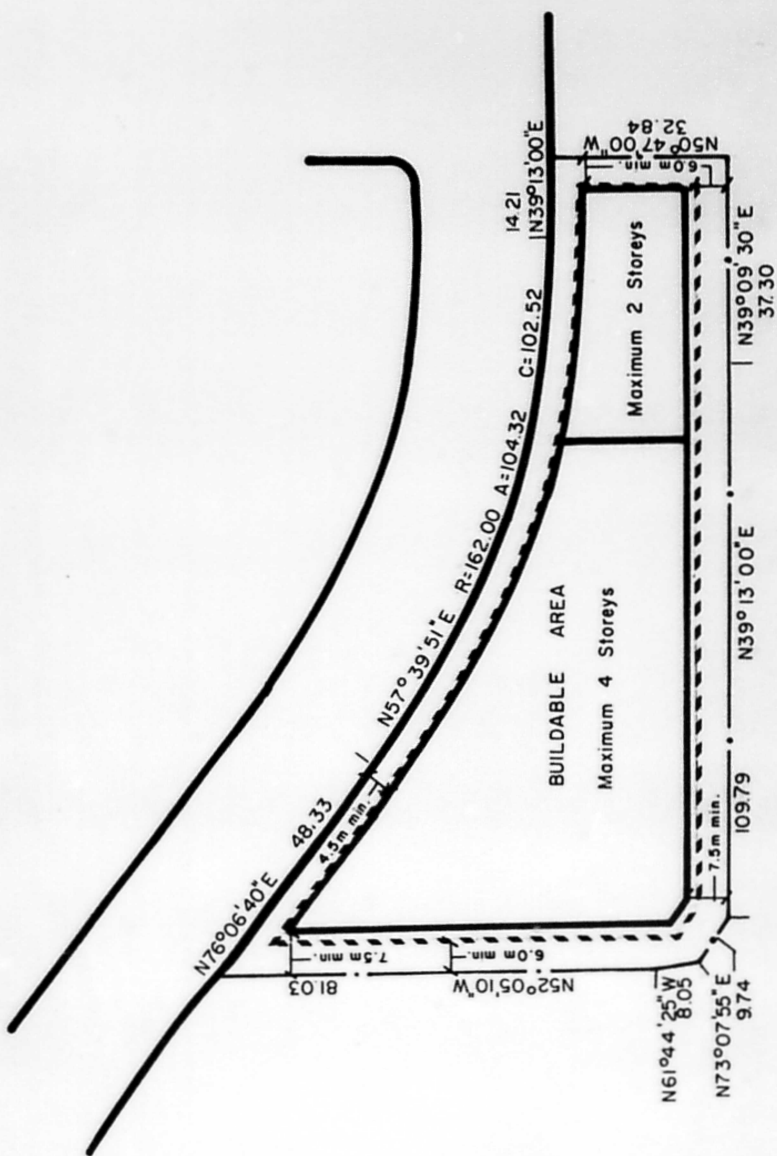
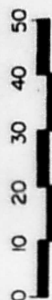
THIS IS SCHEDULE I TO SECTION '2004'

AS ANNEXED TO BY-LAW 335-93

PASSED BY COUNCIL ON July 14, 1993

MAYOR

CLERK



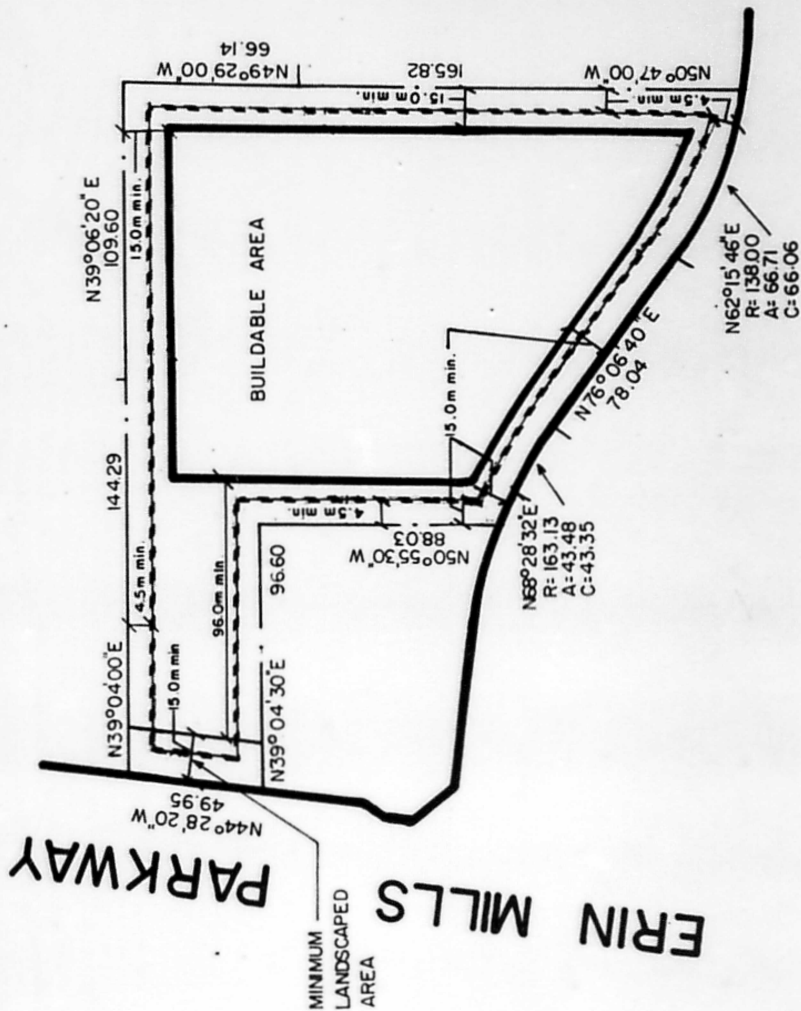
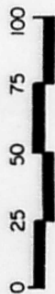
LIMIT OF UNDERGROUND
PARKING

CITY OF MISSISSAUGA

THIS IS SCHEDULE I TO SECTION '2005'
AS ANNEXED TO BY-LAW 355-93
PASSED BY COUNCIL ON July 14, 1993

Fayer

1957



LIMIT OF UNDERGROUND
PARKING

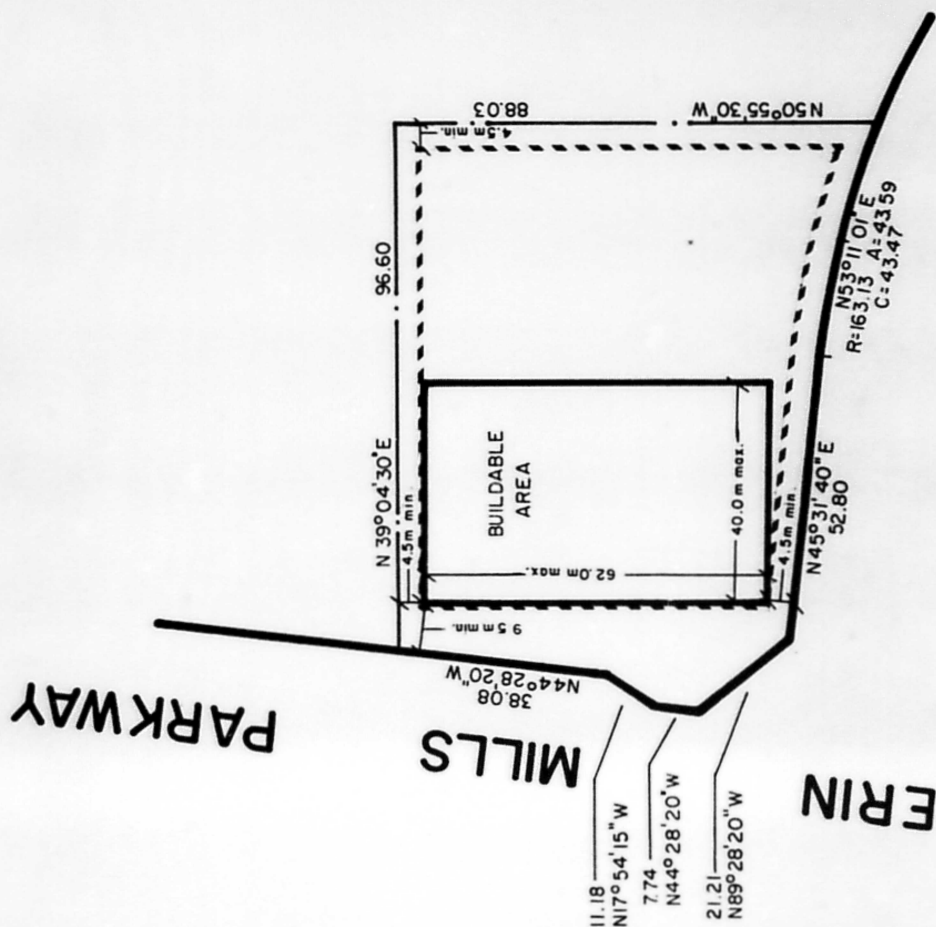
CITY OF MISSISSAUGA

THIS IS SCHEDULE I TO SECTION '2006'
AS ANNEXED TO BY-LAW 355-93

PASSED BY COUNCIL ON July 14, 1993

MAYOR

CLERK



LIMIT OF
PARKING

CITY OF MISSISSAUGA

THIS IS SCHEDULE I TO SECTION '2007'
AS ANNEXED TO BY-LAW 355-93
PASSED BY COUNCIL ON July 14 1993

PASSED BY COUNCIL ON July 14, 1995

MAYOR/

QUEST

APPENDIX "A" TO THE APPLICATION FOR APPROVAL OF BY-LAW NO. 355-93

Explanation of the Purpose and Effect of the By-law

A portion of these lands were zoned "H" (holding zone) under the Town of Streetsville Zoning By-Law No. 65-30, while the remaining portions are zoned "A - Section 143" (agricultural) under the City of Mississauga Zoning By-law 5500. This By-law incorporates the portion of the subject lands, under the Town of Streetsville Zoning By-law into the City of Mississauga Zoning By-law, zoning the affected lands "R4 - Section 1781 and "01" to permit detached dwellings and park development. It also changes the zoning of lands under the City of Mississauga Zoning By-law from "A - Section 143" to "R4 - Section 1781", "R5 - Section 1696", "RM5", "RM5 - Section 2004", "RM5 - Section 2005", "RM7D4 - Section 2006", "DC - Section 2007", "01" and "G" to permit detached dwellings, street row dwellings, row dwellings and/or terraced townhouses, a seven storey apartment building, a commercial plaza, a park and greenbelt area.

"R4 - Section 1781" permits detached dwellings on lots with a minimum frontage of 12.0 m (39.3 ft.) and an area of 400 m² (4,305 ft.²).

"R5 - Section 1696" permits detached dwellings on lots with a minimum frontage of 11.0 m (36.0 ft.) and an area of 340 m² (3,659 ft.²).

"RM5" permits street row dwellings with a minimum frontage 6.85 m (22.0 ft.) and an area of 205 m² (2,206 ft.²) per dwelling unit;

"RM5 - Section 2004" permits row dwellings and terraced townhouses to a maximum height of four storeys above grade and a maximum density of 57 units per hectare (23 units per acre);

"RM5 - Section 2005" permits row dwellings and terraced townhouses to a maximum



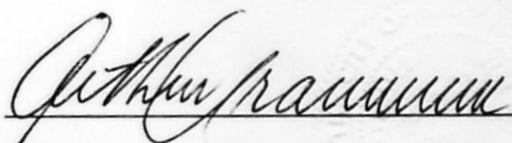
THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 355-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 14th day of July, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 18 of Section 34 of the Planning Act 1990, on the 21st day of July, 1993.

I, also certify that the last day for filing a Notice of Appeal pursuant to subsection 19 of Section 34 of the Planning Act 1990, was the 10th day of August, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 12th day of August, 1993.


Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **256-93**

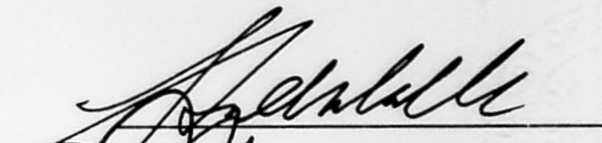
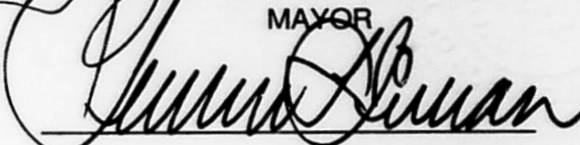
A By-law to Repeal By-law Number 145-90.

THE COUNCIL of the Corporation of the City of Mississauga, pursuant to Section 21 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. By-law Number 145-90, being a By-law to adopt Official Plan Amendment 130, (Meadowvale Village Secondary Plan), is hereby repealed.

ENACTED and PASSED this 4th day of July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MGM	
Date	93 07 17


MAYOR

CLERK

Bylaw.RM\sb\1



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 357-93

**A By-Law to Authorize execution of a contract for
Window Cleaning & Maintenance Anchor Modifications
Mississauga Civic Centre**

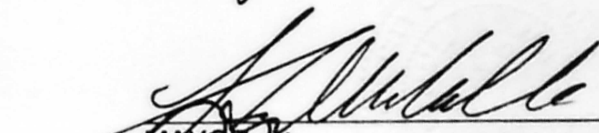
WHEREAS the Council of The Corporation of the City of Mississauga desires to award the contract for FILE REFERENCE P.N. 90-847 to Neath Toronto Ltd., Toronto, in the amount of Four Hundred and Three Thousand, Three Hundred and Ninety Dollars (\$403,390.00);

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

That the contract between The Corporation of the City of Mississauga and Neath Toronto Ltd., Toronto, in the amount of Four Hundred and Three Thousand, Three Hundred and Ninety Dollars (\$403,390.00) be executed by the Mayor and Clerk and the Corporate Seal affixed thereto following approval of the contract by the Office of the City Solicitor.

ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
MCM		
Date	93	07 13


MAYOR

CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **359-93**

A By-Law to establish certain lands as part of the municipal highway system.

WHEREAS The Corporation of the City of Mississauga has acquired the lands described in Schedule 'A' attached hereto;

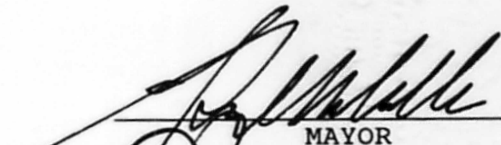
AND WHEREAS The Corporation of the City of Mississauga desires to establish the lands described in Schedule 'A' attached hereto as part of the municipal highway system of the City of Mississauga.

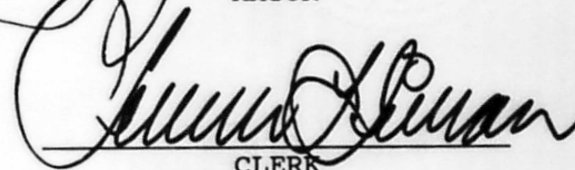
NOW THEREFORE the Council of The Corporation of the City of Mississauga, pursuant to Clause (a) of subsection 1 of Section 297 of The Municipal Act, R.S.O. 1990, Chapter M.45, as amended, ENACTS as follows:

1. THAT the lands described in Schedule 'A' attached hereto and forming part of this by-law are hereby established as public highway and part of the municipal highway system of the City of Mississauga, to be known as Tenth Line West.

ENACTED and PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MGM	
Date	93 07 13

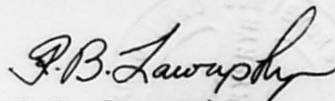

MAYOR


CLERK

SCHEDULE A TO BY-LAW 359-93

Description: Part of east half of Lot 10, Concession 10,
New Survey
(to be established as part of Tenth Line West)

In the City of Mississauga, Regional Municipality of Peel
(formerly Township of Trafalgar, County of Halton), Province
of Ontario and being composed of that part of the east half of
Lot 10 in Concession 10, New Survey of the said Township,
designated as Parts 4 and 5 on a plan of survey deposited in
the Land Registry Office for the Land Titles Division of Peel
(No. 43) as Plan 43R-19658.


R.B. Lawryshyn
Ontario Land Surveyor

July 7, 1993

RBL/lis

359-93

FOR OFFICE USE ONLY

LT 1428163

*93 AUG -6 A11 :00

Page No. 40

Brampton

Additional:
See
Schedule ☐

New Property Identifiers

Executions

Additional:
See
Schedule ☐

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 3 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document

By-Law to establish lands as a Public Highway

(5) Consideration

Nil Dollars \$.00

(6) Description

Part of the East Half of Lot 10, Concession 10, New Survey
designated as Parts 4 and 5, Plan 43R-19658
City of Mississauga
Regional Municipality of Peel

Part of
Parcel 10-5 Section 43 TRAFALGAR-10

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional
Parties ☐ Other ☐

(8) This Document provides as follows:

See attached certified copy of City of Mississauga By-Law No. 359-93
attached as a schedule hereto.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE CITY OF MISSISSAUGA

by its solicitor, Mary Brennan

Mary Brennan

1993 08 04

(11) Address
for Service

300 City Centre Drive, Mississauga, Ontario L5B 3C1

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address
for Service

(14) Municipal Address of Property

Not Assigned

(15) Document Prepared by:

Mary Brennan
Office of the City Solicitor
City of Mississauga
300 City Centre Drive
Mississauga, Ontario L5B 3C1
MB:cp:G-190A

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total



Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

173-93

A

FOR OFFICE USE ONLY

		(1) Registry ☐ Land Titles ☒		(2) Page 1 of 3 pages							
		(3) Property Identifier(s) Block Property		Additional: See Schedule ☐							
		(4) Consideration TWO-----Dollars \$ 2.00									
		(5) Description This is a: Property Division ☐ Property Consolidation ☐ PART OF PARCEL PLAN-2, SECTION 43M-1080 BEING PART OF BLOCK 162, PLAN 43M-1080 DESIGNATED AS PART 3, PLAN 43R-19962 CITY OF MISSISSAUGA REGIONAL MUNICIPALITY OF PEEL									
		(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐		(7) Interest/Estate Transferred XXXXXXXXXX EASEMENT							
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that Name(s) THE CORPORATION OF THE CITY OF MISSISSAUGA Hazel McCallion - Mayor Terence Julian - Clerk We are authorized to bind the Corporation under By-Law No. 173-93 Signature(s) Date of Signature Y M D											
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature Y M D											
(10) Transferor(s) Address for Service 300 City Centre Drive, Mississauga, Ontario L5B 3C1											
(11) Transferee(s) THE REGIONAL MUNICIPALITY OF PEEL Date of Birth Y M D											
(12) Transferee(s) Address for Service 10 Peel Centre Drive, Brampton, Ontario L6T 4B9											
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983. Signature Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Name and Address of Solicitor Date of Signature Y M D Signature Date of Signature Y M D											
(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor Date of Signature Y M D Signature											
(15) Assessment Roll Number of Property City Mun Map Sub Par Not Assigned											
(16) Municipal Address of Property Not Assigned											
(17) Document Prepared by: Mary Brennan City of Mississauga 300 City Centre Drive Mississauga, Ontario AG:cp:M-1080											
Fees and Tax <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width: 60%;">Registration Fee</td><td></td></tr><tr><td>Land Transfer Tax</td><td></td></tr><tr><td>Total</td><td></td></tr></table>						Registration Fee		Land Transfer Tax		Total	
Registration Fee											
Land Transfer Tax											
Total											

Planning Act — OPTIONAL

Affix Statement by Solicitor for Transferee(s) here if necessary

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

1. This Schedule is attached to a:

Transfer/Deed of Land
2. Additional Property Identifies and/or Other Information

WHEREAS the dominant tenement of the Transferee consists of the system of pipes of THE REGIONAL MUNICIPALITY OF PEEL situate in the Regional Municipality of Peel together with buildings and plants of the Region situate on lands owned by the Regional Municipality of Peel.

The Transferor hereby grants, conveys and transfers unto the Transferee its successors and assigns, forever, the right, interest and easement on, over, under and through the servient tenement for the following purposes, namely, to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair SANITARY SEWERS, DRAINS, AND/OR SANITARY FORCEMAINS AND RELATED APPURTENANCES and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Transferee shall have access to the servient tenement at all times by its servants, agents, contractors, licensees and assignees and its or their vehicles, supplies and equipment.

The Transferor hereby agrees that the Transferee shall have the right to sever, fell, cut, trim and remove at any time all trees, shrubs, bushes and branches, stumps and roots, and to prevent or control the growth of same within the limits of the servient tenement which may at any time interfere with or endanger the operation of the SEWERS.

The Transferor hereby promises the Transferee that no other easement will be granted over the servient tenement prior to registration of this document.

The Transferee hereby agrees to restore the servient tenement to its original condition insofar as reasonably possible after any construction or maintenance work is completed.

The Transferor, for itself, its successors and assigns, covenant with the Transferee, its successors and assigns to keep the servient tenement free and clear of any buildings, structures or obstructions; not to deposit on or remove any fill from the servient tenement and not to do or suffer to be done any other thing which might injure or damage the said utilities.

The Transferor covenants with the Transferee that it has the right to convey this easement to the Transferee notwithstanding any act of the Transferor.

The Transferor covenants with the Transferee that it will execute such further assurances of the servient tenement in respect of this Grant as may be requisite.

The Transferor releases to the Transferee all its claims upon the estate herewith conveyed.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **360-93**

A By-Law to establish certain lands as part of the municipal highway system.

WHEREAS The Corporation of the City of Mississauga has acquired the lands described in Schedule 'A' attached hereto;

AND WHEREAS The Corporation of the City of Mississauga desires to establish the lands described in Schedule 'A' attached hereto as part of the municipal highway system of the City of Mississauga.

NOW THEREFORE the Council of The Corporation of the City of Mississauga, pursuant to Clause (a) of subsection 1 of Section 297 of The Municipal Act, R.S.O. 1990, Chapter M.45, as amended, ENACTS as follows:

1. THAT the lands described in Schedule 'A' attached hereto and forming part of this by-law are hereby established as public highway and part of the municipal highway system of the City of Mississauga, to be known as Bristol Road West.

ENACTED and PASSED this *14th* day of *July*, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MGV	
Date	93/07/02

[Signature]
MAYOR

[Signature]
CLERK

R.B. Lawryshyn

R.B. Lawryshyn
Ontario Land Surveyor

July 7, 1993

RBL/lis

360-93

FOR OFFICE USE ONLY

LT 1428165

'93 AUG -6 AM 1:03

Peel No 43
Brampton

Ass. Fee Land Register
Selling Fee Transfer, Adj. etc.

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐	Land Titles ☒	(2) Page 1 of 3 pages
(3) Property Identifier(s)		Block Property
(4) Nature of Document Application to Amend the Register Section 75 of the Land Titles Act		
(5) Consideration NIL Dollars \$.00		
(6) Description Part of Parcel 0.30 Reserves-1 Section 43M-722 Part of Block 157, Plan 43M-722 designated as Parts 1 and 2, Plan 43R-19816 City of Mississauga Regional Municipality of Peel		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch ☐	(b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

The Corporation of the City of Mississauga, the registered owner of the above-noted lands, hereby applies under Section 75 of the Land Titles Act to have the register for the said parcel amended by entering notice of City of Mississauga By-Law No. 360-93 which establishes the said lands as part of the municipal highway system. The evidence in support of this Application consists of a Certified Copy of By-Law 360-93

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE CITY OF MISSISSAUGA		
by its solicitor, Mary Brennan	<i>Mary Brennan</i>	1993 08 04

(11) Address for Service	300 City Centre Drive, Mississauga, Ontario L5B 3C1
--------------------------	---

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D

(13) Address for Service	
--------------------------	--

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax
Not Assigned	Mary Brennan Office of the City Solicitor City of Mississauga 300 City Centre Drive Mississauga, Ontario L5B 3C1 MB:cp:G-190A	Registration Fee
		Total

FOR OFFICE USE ONLY



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 34-93

A by-law to transfer funds from the unallocated balance of the Capital Reserve Fund to various Reserve Funds, as approved in the 1993 Capital Budget.

WHEREAS By-Law No. 491-80 passed on the 23rd day of June, 1980, established a Capital Reserve Fund whereby money, allocated by Council from current revenues and capital cash receipts not required for the retirement of debenture debts as prescribed by Section 163 of the Municipal Act, R.S.O. 1990, Chapter M.45, as amended, is set aside in trust to provide funds from time to time at the discretion of City Council for the purposes therein described; and

WHEREAS City Council now desires to transfer a portion of such monies for the purposes therein described, and which purposes are consistent with those set out in By-Law No. 491-80; and

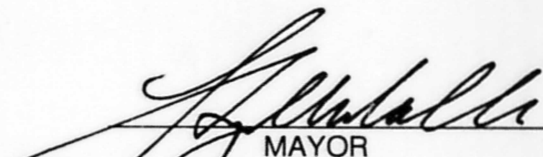
WHEREAS such transfers have been specifically provided for in the 1993 Capital Budget of the City;

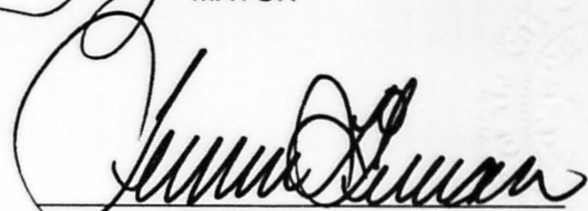
NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

- (1) That the sum of \$11,187,000 be transferred from the unallocated Capital Reserve Fund to the Reserve Funds and in the amounts provided in Schedule "A", as approved in the 1993 Capital Budget.

ENACTED AND PASSED THIS 14th DAY OF July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MCA	
Date	93 07 17


MAYOR


CLERK

SCHEDULE "A" TO BY-LAW NUMBER 361-93

TRANSFERS FROM THE CAPITAL RESERVE FUND

1993 CAPITAL BUDGET

1. Vehicle Reserve Fund	\$3,600,000
2. Major Facilities Reserve Fund	2,000,000
3. Street Smart Reserve Fund	787,000
4. Facilities Repairs & Renovations Reserve Fund	<u>4,800,000</u>
Total	<u>\$11,187,000</u>



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

362-93

A by-law to transfer funds from the General Revenue Fund to the Capital Reserve Fund and to repeal By-Law 264-93.

WHEREAS By-Law No. 491-80 passed on the 23rd day of June, 1980, established a Capital Reserve Fund whereby money, allocated by Council from current revenues and capital cash receipts not required for the retirement of debenture debts as prescribed by Section 163 of the Municipal Act, R.S.O. 1990, Chapter M.45, as amended, is set aside in trust to provide funds from time to time at the discretion of City Council for the purposes therein described; and

WHEREAS the Council of The Corporation of the City of Mississauga at its meeting on February 24, 1993, by Resolution No. 49-93 approved the contribution of \$28,376,000 from the General Revenue Fund to be held for the purposes set out in By-Law No. 491-80; and

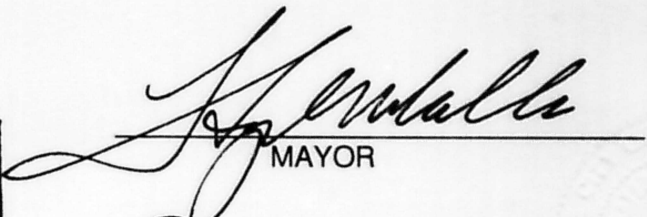
WHEREAS the Council of The Corporation of the City of Mississauga at its meeting held on Wednesday July 14, 1993, by Resolution No. _____ authorized that the previously approved 1993 contribution of \$28,376,000 from the General Reserve Fund be reduced by \$1,000,000;

NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

- (1) That By-law Number 264-93 be repealed; and
- (2) That the sum of \$27,376,000 be transferred from the General Revenue Fund to the Capital Reserve Fund.

ENACTED AND PASSED THIS 14th DAY OF July 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MGM	
Date	93 07 13


MAYOR


CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **363-93**

A By-law to re-allocate sums to the unallocated balance of the Development Charges Reserve Funds from specifically allocated accounts for various capital projects in the City of Mississauga.

WHEREAS amended By-Law 532-91, passed on the 21st day of October, 1991, established a Development Charges Reserve Fund whereby money received from time to time from subdividers is set aside in trust to provide funds from time to time at the discretion of City Council for the purposes therein described; and

WHEREAS City Council allocated specifically by by-law certain sums of money for certain projects as outlined in Schedule "A"; and

WHEREAS the projects outlined in Schedule "A" have been cancelled; and

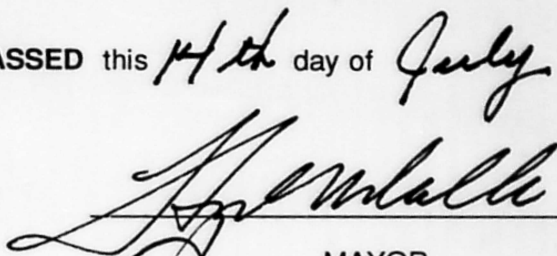
WHEREAS City Council now desires to re-allocate certain portions of the aforementioned reserves back to the Unallocated Balances of the Development Charges Reserve Funds;

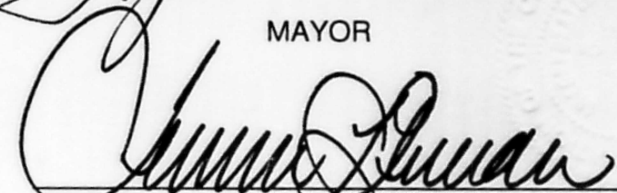
NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

- (1) That the sum of \$11,720,000 be re-allocated to the unallocated balance of the Development Charges Reserve Fund from the projects previously approved in Schedule "A" attached hereto.

ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
M. Gal	
Date	93 07 13


MAYOR


CLERK



SCHEDULE "A" TO BY-LAW NUMBER 364-93

REALLOCATIONS WITHIN THE FACILITIES REPAIRS & RENOVATIONS
RESERVE FUND

PROJECTS TO BE CANCELLED

<u>Project Name</u>	<u>Amount</u>
Fire:	
1. Building Repairs	(\$35,000)



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

365-93

A By-law to re-allocate sums to the unallocated balance of the Major Facilities Reserve Fund from specifically allocated accounts for various capital projects in the City of Mississauga.

WHEREAS By-Law 153-89, passed on the 13th day of March, 1989, established a Major Facilities Reserve Fund whereby money allocated to it by Council is set aside in trust to provide funds for future City-wide facilities; and

WHEREAS City Council allocated specifically by By-Law certain sums of money for certain projects as outlined in Schedule "A"; and

WHEREAS the projects outlined in Schedule "A" have been cancelled; and

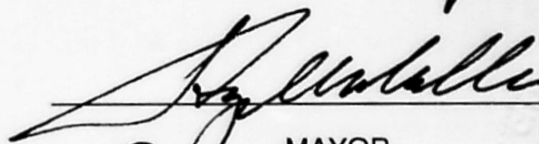
WHEREAS City Council now desires to re-allocate certain portions of the aforementioned allocated reserves back to the Unallocated Balances of the Major Facilities Reserve Fund;

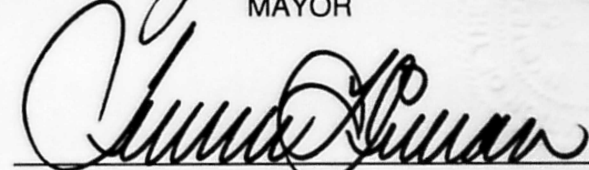
NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

- (1) That the sum of \$1,774,000 be re-allocated to the unallocated balance of the Major Facilities Reserve Fund from the projects previously approved and outlined in Schedule "A" attached hereto.

ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MGM	
Date	93 07 13


MAYOR


CLERK

SCHEDULE "A" TO BY-LAW NUMBER 365-93

REALLOCATIONS WITHIN THE MAJOR FACILITIES RESERVE FUND

PROJECTS TO BE CANCELLED

Project Name

Amount

Recreation & Parks:

1. Living Arts Centre

(\$1,774,000)



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **346-93**

A By-law to re-allocate sums to the unallocated balance of the Capital Reserve Fund from specifically allocated accounts for various capital projects in the City of Mississauga.

WHEREAS By-Law 491-80, passed on the 23rd day of June, 1980, established a Capital Reserve Fund whereby money, allocated by Council from current revenues and capital cash receipts not required for the retirement of debenture debts as prescribed by Section 163 of the Municipal Act, R.S.O. 1990, Chapter M.45 as amended, is set aside in trust to provide funds from time to time at the discretion of City Council for purposes therein described; and

WHEREAS City Council allocated specifically by By-Law certain sums of money for certain projects as outlined in Schedule "A" attached hereto; and

WHEREAS the projects outlined in Schedule "A" have been cancelled; and

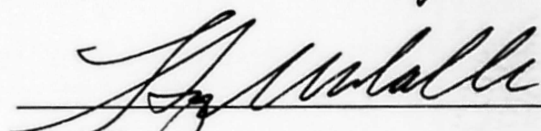
WHEREAS City Council now desires to re-allocate certain portions of the aforementioned allocated reserves back to the Unallocated Balances of the Major Facilities Reserve Fund;

NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

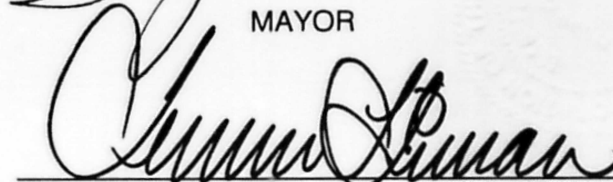
- (1) That the sum of \$1,546,000 be re-allocated to the unallocated balance of the Capital Reserve Fund from the projects previously approved and outlined in Schedule "A" attached hereto.

ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MGM	
Date	93 07 13



MAYOR



CLERK

1. Sidewalks	(\$146,000)
2. Bus Shelters	(49,000)
3. Residential Roads - Reconstruction	(700,000)

Corporate Services:

1. Civic Centre Relocations	(100,000)
2. Furniture Acquisitions	(100,000)

Recreation & Parks:

1. Capital Equipment	(58,000)
2. Program Equipment	(22,000)
3. Don Rowing Club	(105,000)
4. Sports Complex	<u>(241,000)</u>

<u>Total</u>	<u>(\$1,546,000)</u>
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THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **367-93**

A By-law to re-allocate sums to the unallocated balance of the General Municipal Development Reserve Fund from specifically allocated accounts for various capital projects in the City of Mississauga.

WHEREAS By-Law 9674, passed on the 24th day of January, 1972, established a General Municipal Development Reserve Fund whereby certain monies, received from time to time are set aside in trust to provide funds at the discretion of City Council for the purposes therein described; and

WHEREAS City Council allocated specifically by By-Law certain sums of money for certain projects as outlined in Schedule "A"; and

WHEREAS the projects outlined in Schedule "A" have been cancelled; and

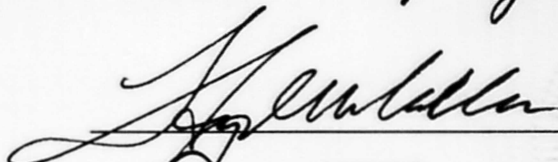
WHEREAS City Council now desires to re-allocate certain portions of the aforementioned reserves back to the Unallocated Balances of the General Municipal Development Reserve Fund;

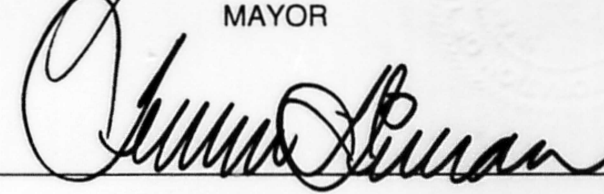
NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

- (1) That the sum of \$126,000 be re-allocated to the unallocated balance of the New John Doe Accounts of the General Municipal Development Reserve Fund from the projects previously approved and outlined in Schedule "A" attached hereto.

ENACTED AND PASSED this 14th day of July, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MGM	
Date	93/07/13


MAYOR


CLERK

SCHEDULE "A" TO BY-LAW NUMBER 361-93

REALLOCATIONS WITHIN THE GENERAL MUNICIPAL
DEVELOPMENT RESERVE FUND

PROJECTS TO BE CLOSED

Project Name

Amount

Recreation & Parks:

1. Sports Complex

(126,000)



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 368-93

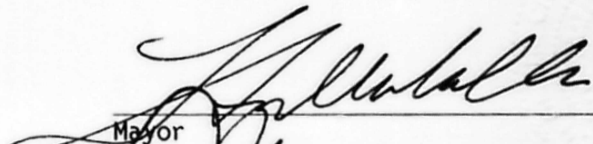
A By-law to authorize the
execution of a contract
for the supply and installation
of pathway lighting in
various City parks.

WHEREAS the Council of the Corporation of the City of Mississauga desires to award the contract for Tender #0056-93 to Igman Electric Ltd. in the amount of one hundred and seventy two thousand, three hundred and fourteen dollars and twenty cents (\$172,314.20);

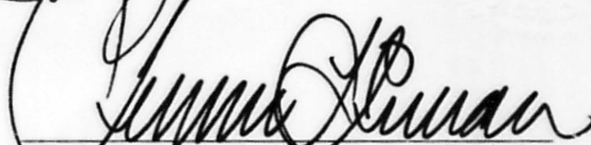
NOW THEREFORE, the Council of the Corporation of the City of Mississauga ENACTS as follows:

1. That the contract for Tender #0056-93 be awarded to Igman Electric Ltd. in the amount of one hundred and seventy two thousand, three hundred and fourteen dollars and twenty cents (\$172,314.20).
2. That the contract between the Corporation of the City of Mississauga and Igman Electric Ltd. in the amount of \$172,314.20 be executed by the Mayor and Clerk, and the Corporate seal affixed thereto following approval of the contract by the Office of the City Solicitor.
3. That the Manager of Research, Planning and Development of the Community Services Department of the Corporation of the City of Mississauga, or designate, be directed to forthwith issue a Letter of Intent to Igman Electric Ltd. authorizing them to proceed with the ordering of fixtures and poles subject to the contract terms.

ENACTED AND PASSED this 14th day of July, 1993.



Mayor



Clerk

ENACTED and PASSED this *14th* day of *July*, 1993.

James H. Smith
MAYOR

Linda L. Luman
CLERK

DEVELOPMENT AGREEMENT
(REZONING APPLICATIONS)

THIS DEVELOPMENT AGREEMENT made this 13 day of July , 1993.

AMONG:

796979 ONTARIO LIMITED

(the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA

(the "City")

OF THE SECOND PART

- and -

THE REGIONAL MUNICIPALITY OF PEEL

(the "Region")

OF THE THIRD PART

WHEREAS the Owner is the registered owner of the lands described in Schedule "A" annexed hereto and hereinafter referred to as the "Lands";

AND WHEREAS the Owner is desirous of developing the Lands by way of a zoning amendment to the Lands;

AND WHEREAS the City and the Region, as a condition of the zoning amendment to the Lands required the Owner, inter alia, to enter into this Development Agreement;

NOW THEREFORE THIS DEVELOPMENT AGREEMENT WITNESSES that in consideration of the covenants hereinafter expressed, and in further consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties to the others, the receipt and sufficiency of which is hereby respectively acknowledged, each of the City, the Region and the Owner hereto covenant and agree as follows:

- 1.0 THIS DEVELOPMENT AGREEMENT applies to the Lands.
- 2.0 Each of the City, the Region and the Owner hereby acknowledge and agree that the purpose of this Development Agreement is to give effect to the obligations imposed by the rezoning application.

- 3.0 The Owner covenants to be bound by the conditions and requirements set out in Schedules "B" and "C" and "D" annexed hereto and forming part of this Development Agreement.
- 4.0 The Owner hereby acknowledges the notice provisions and warning clauses, if any, as set out in Schedule "B" annexed hereto and forming part of this Development Agreement and agrees to be bound by the provisions contained therein.
- 5.0 The Owner hereby covenants and agrees that the City or the Chief Building Official under the Building Code Act, R.S.O. 1990, C. B.13, shall not issue a building permit with respect to the Lands or any part thereof until the requirements and obligations of the Owner as set out in Schedule "C" to this Development Agreement have been fulfilled and complied with, with respect to the Lands or the part thereof for which the building permit is requested, and all rights to the issuance of any such building permit or permits which the Owner or subsequent owners would have had, but for the provisions of this Development Agreement, are hereby expressly waived.
- 6.0 For the purposes of this Development Agreement, the notice provisions and warning clauses set out in Schedule "B" and the conditions and requirements set out in Schedule "C", notwithstanding that they may in fact benefit future owners of the Lands or any adjacent lands or any of the present or future residents of the City of Mississauga, shall be deemed to be stipulated for the sole benefit of the City and may be waived by the City in its sole and absolute discretion.
- 7.0 The Owner hereby covenants and agrees that the Owner shall provide services in lieu of the payment of development charges in accordance with the provisions set out in Schedule "D".
- 8.0 The Owner hereby agrees to execute such further documentation as may be necessary to effect the registration of this Development Agreement in accordance with its terms.
- 9.0 The Owner agrees to pay to the City upon delivery of this Development Agreement to the City for execution, a non-refundable payment of \$350.00 which shall be applied against the cost of:
- (i) the registration of this Development Agreement;
 - (ii) the registration of any required part lot control by-laws;
 - (iii) the registration of all deeds, transfers of easements or other land instruments conveying any interest in Land to the City or the Region which are required;

Notwithstanding the foregoing, if the actual cost of the registrations, referred to above, exceeds or will exceed \$350.00 the Owner shall pay such additional costs or reimburse the City therefore upon request.

It is understood and agreed that the City shall charge such reasonable fees as it may set from time to time by by-law to cover the cost of answering written inquiries regarding the status and performance of this Development Agreement.

10.0

The Owner covenants that this Development Agreement may be registered on title to the Lands in priority to all encumbrances and that, prior to selling, transferring, mortgaging or charging the whole or any part or parts of the Lands in respect of which a building permit has not been issued or, if issued, has been revoked, the Owner shall obtain and deliver to the City, prior to the completion of any such sale, transfer, mortgage or charge, a fully executed Undertaking to be Bound and Consent to Registration signed by the purchaser, transferee, mortgagee or chargee as the case may be, in the form attached hereto as Schedule "E" forming part of this Development Agreement; provided that if the transaction involves only the mortgaging or charging of the Lands, it is sufficient if the mortgagee or chargee executes and delivers to the City in registrable form, a postponement of his interest under the mortgage or charge to the interests of the City and the Region under this Development Agreement.

11.0

This Development Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns and, in the construction and interpretation of this Development Agreement, all terms shall be read with appropriate changes with respect to the singular, plural and genders so as to be construed in a manner consistent with the number and gender of the parties hereto and, in the event that any of the terms and conditions of this Development Agreement shall be found by a court of competent jurisdiction to be invalid, unenforceable or ultra vires, those terms and conditions shall be severable in this Development Agreement and the terms and conditions herein shall be binding and enforceable to the extent that they are not so found to be invalid, unenforceable or ultra vires.

IN WITNESS WHEREOF the individual parties hereto have hereunto set their hands and seals, and the corporate parties hereto have hereunto affixed their corporate seals attested by the hands of their proper signing offices in that behalf duly authorized as of the date first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

Edward Starr
Edward Starr

OWNER - 796979 ONTARIO LIMITED

Per: *[Signature]* Director
Name & Title a.s.o. c/s

Per: NUNZIO TUMAINO
Name & Title c/s

THE CORPORATION OF THE CITY OF MISSISSAUGA

Authorizing By-Law No. 369-93

Per: *[Signature]* Mayor

Passed on July 14, 1993

Per: *[Signature]* Deputy Clerk

THE REGIONAL MUNICIPALITY OF PEEL

Authorizing By-Law No. 8.

Per: *[Signature]* Chairman R. KENT GILLESPIE - REGIONAL SOLICITOR

Passed on _____

Per: *[Signature]* Clerk
D.E. THOMPSON REGIONAL CLERK

DEVELOPMENT AGREEMENT

SCHEDULE "A"

ALL AND SINGULAR, those certain parcels or tracts of land situate, lying and being in the City of Mississauga, Regional Municipality of Peel, being composed of

Blocks A & B and Part of Block F, Registered Plan M-228, Block B, Registered Plan 898 and Part of Lots 4 to 19, Registered Plan 364, City of Mississauga, Regional Municipality of Peel

DEVELOPMENT AGREEMENT

SCHEDULE "B"

WARNING CLAUSES AND NOTICE PROVISIONS

- 1.0 Except where otherwise specifically restricted to named lots, the terms of this Agreement apply to all of the lands described in Schedule "A" attached to this Agreement, all of which lands are referred to hereinafter in this Agreement as the "Lands".
- 2.0 The Owner shall include the following clauses in every agreement of purchase and sale for the Lands for:
- a) Prior to site plan approval or the issuance of building permits, the owner will enter into an agreement to provide for the City's intention to have uninterrupted internal interconnecting access within and between the various properties capable of separate ownership located north of Dundas Street West and west of Cedarglen Gate in order to provide access by and for all the residents, employees, and visitors of the properties described above. The owner and the City agree that this interconnection will not be a public road and the City has no intention to assume it.
- The owner will in this said agreement make provision to ensure that there is unencumbered and unimpeded mutual use of the point(s) of access to Cedarglen Gate and Dundas Street West (if necessary) from the lands for the mutual benefit for the various properties located north of Dundas Street West and west of Cedarglen Gate.
- This agreement may include at the discretion of the City of Mississauga, requirement for the registration of such easements and/or rights of way as may be necessary to facilitate the concept described above.
- b) The owner agrees that in the event that a Condominium Corporation has been created on all or part of the lands, the owner will include an appropriate paraphrasing of the foregoing paragraphs in the Condominium Declaration for the purpose of serving notice to future unit owners.
- c) The owner acknowledges that the cash contribution toward the centre left hand turning lane on Dundas Street West shall be retained until such time as the entire site has been developed. The owner further acknowledges that this Letter of Credit has been secured in the event that site specific works are necessary to support access to any phase of the proposed development as described within the subject rezoning application, and shall be drawn upon without further notification, should these works be required.
- d) The owner acknowledges that in the event that a Condominium Corporation has been created on all or part of the lands, the site works and services are to be designed and constructed to meet the City's minimum requirements for servicing condominium developments.
- e) The owner acknowledges that any and all land dedications as described within Schedule "C" below are to be determined to the satisfaction of the City's Ontario Land Surveyor.

DEVELOPMENT AGREEMENT

SCHEDULE "B"

WARNING CLAUSES AND NOTICE PROVISIONS con't.

- f) The owner acknowledges that due to the limited capacity of the existing storm sewers serving the subject lands, the City has implemented storm water management policies intended to minimize the impact of this development; and that it will be necessary to implement on site storm water management techniques in the design and construction of the site works and services, including but not limited to rooftop storage and detention ponding in car parked and/or landscaped areas.
- g) The owner acknowledges that he/she will maintain the on site storm water management facilities and that he/she will not alter or remove these facilities without the prior written consent of the City of Mississauga.
- h) The owner hereby saves the City of Mississauga harmless from any damages resulting from flooding on the site due to the storm water management techniques incorporated into the design and construction of the site works and services.
- i) The owner acknowledges that all future purchase and sale agreements and all future lease agreements relative to the subject lands will contain advisement of the above constraints on the development of these lands.

DEVELOPMENT AGREEMENT

SCHEDULE "C"

RESTRICTIONS AND CONDITIONS REGARDING THE ISSUANCE OF BUILDING PERMITS:

1. Prior to site plan approval or the issuance of building permits, the owner will enter into an agreement to provide for the City's intention to have uninterrupted internal interconnecting access within and between the various properties capable of separate ownership located north of Dundas Street West and west of Cedarglen Gate in order to provide access by and for all the residents, employees, and visitors of the properties described above. The owner and the City agree that this interconnection will not be a public road and the City has no intention to assume it.

The owner will in this said agreement make provision to ensure that there is unencumbered and unimpeded mutual use of the point(s) of access to Cedarglen Gate and Dundas Street West (if necessary) from the lands for the mutual benefit for the various properties located north of Dundas Street West and west of Cedarglen Gate.

This agreement may include at the discretion of the City of Mississauga, requirement for the registration of such easements and/or rights of way as may be necessary to facilitate the concept described above.

2. Prior to site plan approval or the issuance of building permits, the applicant shall dedicate gratuitously to the City free of all encumbrances; a 1.52 m (5 foot) widening across the Dundas Street West frontage of the land from Cedarglen Gate to a point approximately 160 m west thereof.
3. Prior to site plan approval or the issuance of building permits, the applicant shall dedicate gratuitously to the City free of all encumbrances; a 7.5 m radius rounding at the northwest corner of Cedarglen Gate and Dundas Street West.
4. Prior to site plan approval or the issuance of building permits, the applicant shall dedicate gratuitously to the City free of all encumbrances; a 0.3 m reserve across the Dundas Street West frontage of the land, as widened, subject to any approved access locations (if necessary).
5. Prior to site plan approval or the issuance of building permits, the applicant's Consultant Engineer will be required to submit a Traffic Impact Study to the satisfaction of the Transportation and Works Department. This study is to demonstrate the feasibility of developing this site with either one or two points of access to Dundas Street West and/or Cedarglen Gate.
6. Prior to site plan approval or the issuance of building permits, the applicant's Consultant Engineer will be required to submit a drainage proposal for the subject lands to the satisfaction of the Transportation and Works Department. This proposal shall indicate the methods whereby storm drainage shall be contained, collected and conducted to the appropriate outlets servicing this development; and shall indicate the total areas that will ultimately contribute storm drainage to each outlet. Arrangements are to be made to the satisfaction of the City for the implementation of recommendations of this proposal.

DEVELOPMENT AGREEMENT

SCHEDULE "D"

SERVICES PROVIDED IN LIEU OF THE PAYMENT OF DEVELOPMENT CHARGES:

SCHEDULE "E"

UNDERTAKING TO BE BOUND AND CONSENT TO REGISTRATION

TO: THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter called the "City")

AND TO: THE REGIONAL MUNICIPALITY OF PEEL
(hereinafter called the "Region")

AND TO: THE LAND REGISTRAR FOR THE DIVISION OF PEEL (No. 43)

IN THE MATTER OF THE DEVELOPMENT AGREEMENT DATED the
day of , 19

Relating to the development of the lands being,

BETWEEN: 796979 ONTARIO LIMITED
(hereinafter called the "Owner")
OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter called the "City")
OF THE SECOND PART

- and -

THE REGIONAL MUNICIPALITY OF PEEL
(hereinafter called the "Region")
OF THE THIRD PART

The Undersigned, in consideration of the City and the Region hereby agreeing to be bound and to honour the terms of the said Development Agreement with respect to the undersigned in the same manner as if the undersigned was an original party thereto, and other good and valuable consideration and the sum of \$1.00 now paid by each of the City and the Region to the undersigned, the receipt of which is hereby acknowledged, the undersigned covenants and agrees to be bound by and to be subject to the terms of the said Development Agreement in the capacity of Owner as if the undersigned was an original party to the said Agreement.

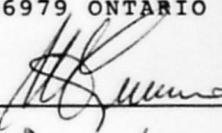
AND FURTHER that the undersigned, being the Owner of the lands described above hereby consents to the registration of the said Development Agreement and this Undertaking To Be Bound and Consent to Registration against title to the said Lands.

In WITNESS WHEREOF this Undertaking has been executed under seal
this 13TH day of July , 1993.

SIGNED, SEALED AND DELIVERED
in the presence of:



796979 ONTARIO LIMITED

Per: 

Director a.s.o.

By-law, (former Town of Mississauga), is further amended by adding the following section:

1921. Notwithstanding their "RM7D2" zoning, the lands delineated as "RM7D2 - Section 1921" on Schedule "B" of this By-law shall only be used for apartment houses, in compliance with the "RM7D2" zone provisions contained in this By-law, except that:

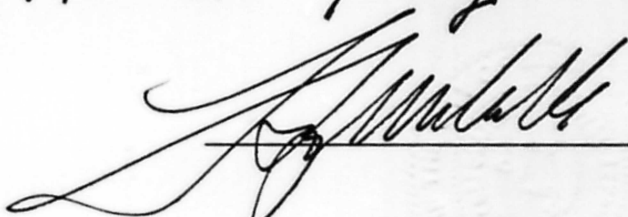
- (1) the provisions of Section 30, subsections 44(4), (5), (6), (7), (10), (11), (12), (14), (15), (18), (23), and 51(2) shall not apply;
- (2) the total number of dwelling units shall not exceed 224 for all lands zoned "RM7D2 - Section 1921";
- (3) the total number of dwelling units constructed shall not exceed the rate of 77 units per hectare.
- (4) no building or structure shall exceed 3 storeys in height above established grade, excluding the mechanical penthouse;
- (5) the Maximum "Gross Floor Area" of all buildings and structures shall not exceed 0.65 times the lot area;
- (6) the "Minimum Open Space" shall not be less than 45% of the lot area;

(7) for the purposes of determining yard setbacks, the flankage along Dundas Street West shall be considered lot frontage and the following setback for any buildings or structures shall apply:

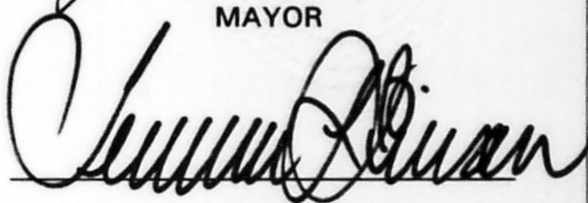
- (a) a minimum front yard setback of 7.5 m;
- (b) a minimum side yard setback of 9.0 m;
- (c) a minimum rear yard setback of 9.0 m;
- (d) notwithstanding clause (b), the side yard setback to a property line with the adjacent property having an "RM7D2 - Section 1921" zoning designation shall be a minimum of 3.0 m.
- (e) Notwithstanding Clause (b), the side yard setback to a property line with the adjacent property having a C1 zoning designation setback shall be a minimum of 7.5m.

2. Map Number 25, of Schedule "B" to By-law Number 5500, as amended, is further amended by changing thereon from "R1", "H-RM7D3", and "H-RM7D4" to "RM7D2 - Section 1921", the zoning of Blocks "A" and "B" Registered Plan 43M-228, Block "B" Registered Plan 898 and Lots 5 to 19 inclusive, and part of Lot 4 Registered Plan 364, in the City of Mississauga, PROVIDED HOWEVER THAT the "RM7D2 - Section 1921" zoning shall only apply to the lands which are shown on the attached Schedule "A" outlined in the heaviest broken line with the "RM7D2 - Section 1921" zoning indicated thereon.

ENACTED and PASSED this 14th day of July 1993.



MAYOR



CLERK

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on July 14, 1993

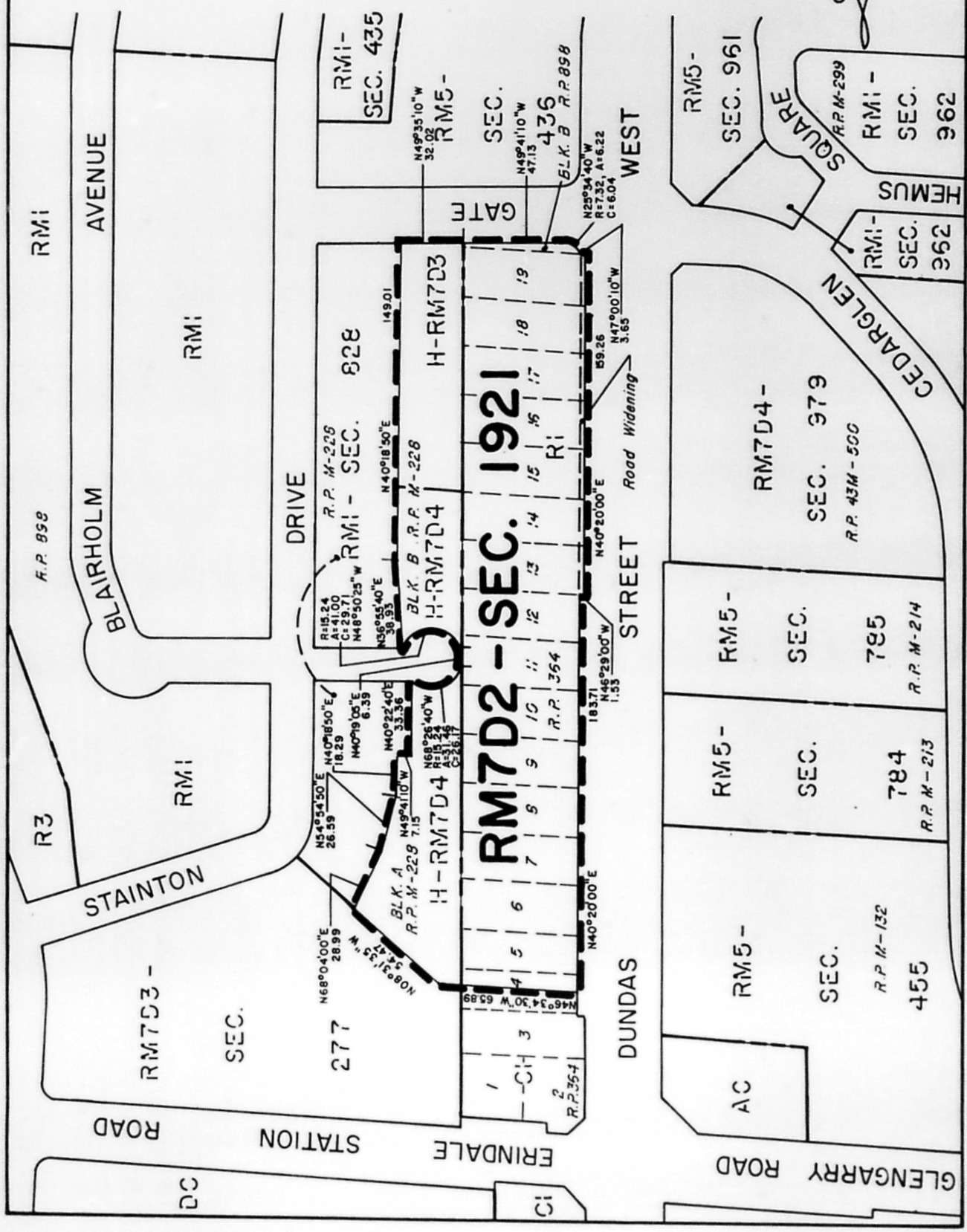


BLOCKS A AND B
R.P. M-228,
BLOCK B,
R.P. 898,
PART OF LOT 4, AND
LOTS 5 TO 19,
R.P. 364
CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 370-93 PASSED BY
COUNCIL ON July 14, 1993

[Signature]
MAYOR

[Signature]
CLERK



On the north side of Dundas Street West, west of Cedarglen Gate, in the City of Mississauga, as shown on the attached Map designated as Schedule "A".

Further information regarding this By-law may be obtained from Glen Broll of the City Planning and Building Staff at 896-5515.

bylaws/BLO29688.GB/so/1-4



THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 370-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 14th day of July, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 18 of Section 34 of the Planning Act 1990, on the 22nd day of July, 1993.

I, also certify that the last day for filing a Notice of Appeal pursuant to subsection 19 of Section 34 of the Planning Act 1990, was the 11th day of August, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 12th day of August, 1993.

Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **371-93**

A By-law to authorize execution of an agreement between Aral Buildings Inc. and Drof Buildings Ltd. and The Corporation of the City of Mississauga in relation to Plan of Subdivision 43M-953

WHEREAS the Council of The Corporation of the City of Mississauga desires to enter into an agreement with Aral Buildings Inc. and Drof Buildings Ltd. with respect to the connection of the roof leader downspouts to the storm sewer system of thirteen lots on Plan of Subdivision 43M-953.

NOW THEREFORE, the Council of The Corporation of the City of Mississauga ENACTS AS FOLLOWS:

1. That the agreement between The Corporation of the City of Mississauga and Aral Buildings Inc. and Drof Buildings Ltd. be executed by the Mayor and the Clerk and the Corporate Seal be affixed thereto following approval of the agreement by the Office of the City Solicitor.

ENACTED AND PASSED this *14th* day of *July* 1993.



[Signature]
Mayor

[Signature]
Clerk

THIS AGREEMENT made this

day of July, 1993.

B E T W E E N:

ARAL BUILDINGS INC. and DROF BUILDINGS LTD.,
both incorporated under the laws of the Province of Ontario
 (Hereinafter sometimes called the "**CORPORATIONS**")
OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA
 (Hereinafter called the "**CITY**")
OF THE SECOND PART

WHEREAS Drof Buildings Ltd. is the developer of a parcel of land located in the City, which parcel was registered as a plan of subdivision bearing number 43M-953 (hereinafter called the "Subdivision")

AND WHEREAS Aral Buildings Inc. was the builder of residential dwellings on all of the lots located in the Subdivision;

AND WHEREAS the roof leader downspouts for the houses within the subdivision were not directly connected to the storm sewer system;

AND WHEREAS it has been deemed desirable by the City that the roof leader downspouts be connected directly to the storm sewer system where the roofs drain to the rear of the property;

AND WHEREAS thirteen lots, namely lots 65, 66, 67, 68, 69, 70, 72, 73, 102, 104, 105 and 106 and Block 113, Plan 43M-953 (hereinafter called the "Thirteen Lots") have been identified as being lots on which the roofs drain to the rear of the property;

AND WHEREAS the Corporations have agreed to directly connect, by pipe, the roof leader downspouts of the Thirteen Lots to the storm sewer system at their own cost and expense, in return for a complete release from the City for any requirement by the City to connect the roof leader downspouts to the storm sewer system of any of the other lots in the subdivision;

WITNESSETH THEREFORE that in consideration of the promises of the Corporations to connect the roof leader downspouts to the storm sewer system on the Thirteen Lots and the mutual covenants hereinafter contained, the parties covenant and agree:

1. that the Corporations will, as quickly as reasonably possible, weather permitting, attend to connect the roof leader downspouts to the storm sewer system on the Thirteen Lots, at their own cost and expenses without requesting any contribution from the City;
2. that, subject to paragraph 3 hereof, the City hereby releases the Corporations from any requirements to connect roof leader downspouts on any lots in the Subdivision, save and except the Thirteen Lots;
3. that all parties to this agreement retain their rights to bring any actions against each other in the event that a cause of action is brought against any of the parties;

4. that the Corporations will attend at the Thirteen Lots as required, including in the spring of 1994 to correct any depressions which may arise as a result of the work to be carried out as described in paragraph 1 hereof, including the installation of sod if needed and the repair of any sidewalk, driveway or curb to the satisfaction of the City;
5. that the Corporations shall diligently and expeditiously attend to the completion of any and all grading deficiencies presently outstanding in the subdivision;
6. that the City acknowledges and agrees that by agreeing to perform the work set forth in paragraph 1 of this Agreement, the Corporations are not admitting any liability nor obligation on their part to connect roof leader downspouts on any of the lots in Plan 43M-953 other than on the Thirteen Lots.

This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

ARAL BUILDINGS INC.

Per: _____

**LEONARD URSINI,
President**

I have the authority to bind the Corporation

DROF BUILDINGS LTD.

Per: _____

**LEONARD URSINI,
President**

I have the authority to bind the Corporation



**THE CORPORATION OF THE CITY OF
MISSISSAUGA**

Per: _____

**Hazel McCallion,
Mayor**

Document Execution
Authorized by
City of Mississauga

By-Law No. **371-93**

Per: _____

**Terence Julian
City Clerk**



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **372-93**

A by-law to authorize the execution of Minutes of Settlement and a Full and Final Release in respect of litigation commenced by The Corporation of the City of Mississauga against Kathrose Developments Limited

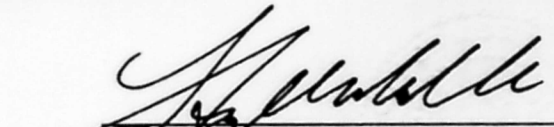
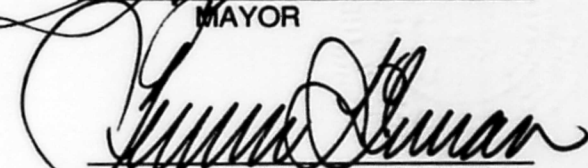
WHEREAS The Corporation of the City of Mississauga has commenced litigation against Kathrose Developments Limited;

AND WHEREAS the Council of The Corporation of the City of Mississauga desires to settle that litigation;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Mayor and Clerk are hereby authorized to execute Minutes of Settlement and a Full and Final Release against the defendant Kathrose Developments Limited in respect of a Court Action commenced against it for City costs relating to road cleaning activities undertaken as a result of the tracking of mud along the public highways of North Sheridan Way and Springbank Road.

ENACTED and PASSED this 14th day of July, 1993.


MAYOR

CLERK

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
			
Date	93	07	14

ONTARIO COURT (GENERAL DIVISION)

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA

Plaintiff

-and-

KATHROSE DEVELOPMENTS LIMITED

Defendant

MINUTES OF SETTLEMENT

The parties, neither of whom is under a disability, agree to the full and final settlement of this matter as follows:

- (1) That the Defendant will pay to the Plaintiff the sum of \$12,000.00 inclusive of interest and costs;
- (2) That the parties will each provide the other with full and final releases;
- (3) That the within action shall be dismissed without costs.

Dated this 9th day of July, 1993.

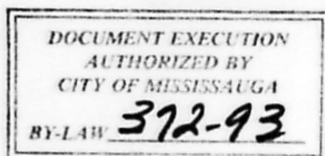
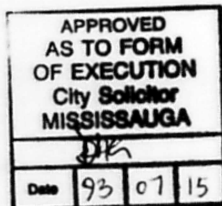
KATHROSE DEVELOPMENTS LIMITED

Per: [Signature] C.S.

THE CORPORATION OF THE CITY OF
MISSISSAUGA

Per: [Signature]

Per: [Signature]
CLERK



The City of Mississauga
The Corporation of
Solicitor for the Plaintiff
Fax: 905-270-2102
(416) 615-3514
Damagh Merchant

T2B 3C1
Mississauga, ON
300 City Centre Drive
City of Mississauga
The Corporation of the
Shirley E. Polyzoides City Solicitor

MINUTES OF SETTLEMENT

Exemption

AT
PROCEEDINGS, COMPLETED BY
(GENERAL DIVISION)
ONTARIO COURT OF JUSTICE

Plaintiff

THE CITY OF MISSISSAUGA

AND

KATHROSE DEVELOPMENTS LIMITED

Defendant

FULL AND FINAL RELEASE

THE CORPORATION OF THE CITY OF MISSISSAUGA (hereinafter referred to as the "City"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby releases, acquits, and forever discharges KATHROSE DEVELOPMENTS LIMITED (hereinafter referred to as "Kathrose") its agents, employees, directors, officers and assigns from any and all claims, actions, causes of action, suits and demands of any kind or nature whatsoever which the City ever had, now has, or hereafter can, shall or may have for or by reason of the deposit of mud on North Sheridan Way and Springbank Road which necessitated the following acts on behalf of the City:

- (a) road scraping, sweeping and flushing on or about the 6th, 7th, 9th, 13th, 14th, 21st and 22nd days of February, 1990 and the 2nd, 10th and 12th days of March, 1990;
- (b) clean up of ditching on or about the 6th day of March, 1990;
- (c) reshouldering on or about the 27th and 28th days of March, 1990;
- (d) street sweeping on or about the 29th and 30th days of March, 1990 and the 5th and 19th days of April, 1990 and the 4th day of May, 1990;

and the circumstances leading up to such required steps on behalf of the City all as set out and more fully alleged in the pleadings in Ontario Court (General Division) action number C 13439/92 between the City and Kathrose.

And it is further agreed and understood that for the consideration aforesaid the City undertakes and agrees not to take any steps or initiate any proceedings against any person, partnership, corporation or other such entity which might be entitled to claim contribution, indemnity or other relief over against Kathrose under the provisions of any

statute or otherwise, with respect to any of the matters which the City releases by this release or with respect to which the City agrees herein not to make any claim or take any proceedings.

And it is further agreed and understood that Kathrose does not admit any liabilities or obligations whatsoever to the City and such liabilities and obligations are, in fact, denied.

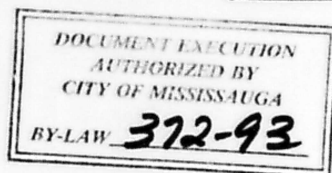
And it is further agreed and understood that this release may be executed in any number of separate counterparts each of which shall be deemed to be an original but all such separate counterparts shall together constitute one and the same instrument.

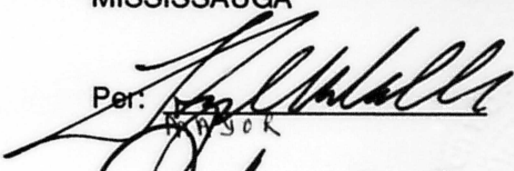
THIS RELEASE shall be binding upon and shall enure to the benefit of the respective subsidiaries, affiliates, directors, officers, employees and agents, successors and assigns of the parties thereto.

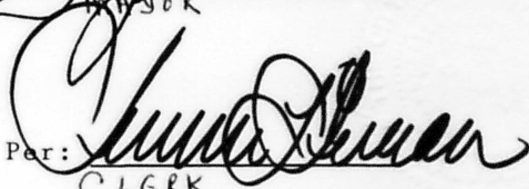
And it is hereby declared that the terms of this release are fully understood and that the said releases given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims as aforesaid.

IN WITNESS WHEREOF the City has hereunto set its seal on this day of
, 1993.

THE CORPORATION OF THE CITY OF
MISSISSAUGA



Per: 
MAYOR

Per: 
CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **173-93**

A by-law to authorize the execution of Minutes of Settlement and Full and Final Releases in respect of litigation commenced by The Corporation of the City of Mississauga against Jack Chisvin & Associates Ltd., and others

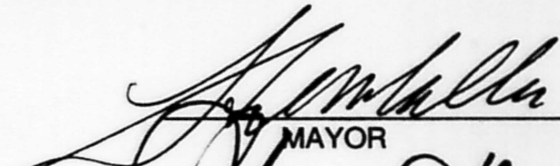
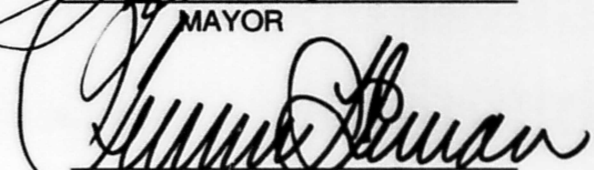
WHEREAS The Corporation of the City of Mississauga has commenced litigation against Jack Chisvin & Associates Ltd., The ECE Group, Acrow Richmond Pre-set Anchors, The Cadillac Fairview Corporation Limited, Hydro Mississauga and Morrison, Hershfield, Burgess & Huggins Limited;

AND WHEREAS the Council of The Corporation of the City of Mississauga desires to settle that litigation;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Mayor and Clerk are hereby authorized to execute Minutes of Settlement and Full and Final Releases against the defendants Jack Chisvin & Associates Ltd., The ECE Group, Acrow Richmond Pre-set Anchors, The Cadillac Fairview Corporation Limited, Hydro Mississauga and Morrison, Hershfield, Burgess & Huggins Limited in respect of a Court Action commenced against them for City costs relating to the replacement of streetlighting poles located on Erin Mills Parkway.

ENACTED and PASSED this 14th day of July, 1993.


MAYOR

CLERK

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA
Date 93 07 14

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that The Corporation of the City of Mississauga, Jack Chisvin & Associates Ltd., The ECE Group, 150268 Canada Limited incorrectly named as Acrow Richmond Pre-Set Anchors, The Cadillac Fairview Corporation, Hydro Mississauga, Morrison, Hershfield, Burgess & Higgins Limited, Con-Drain Company Limited, and Foundation Company of Canada Limited incorrectly named as Banister Continental Ltd. c.o.b. as Cliffside Pipelayers, on behalf of themselves, their officers and directors, employees, agents, associates, partners, shareholders and independent contractors, both past and present, and each of their respective heirs, executors, administrators, successors and assigns (collectively, the "Releasers"), in consideration for the settlement of all claims, counterclaims, crossclaims and third party claims made by the Releasees in Ontario Court (General Division) Action No. 38847/89Q, (the "Action") together with such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged do hereby forever remise, release and forever discharge each other and each of their respective officers, directors, employees, agents, associates, partners, shareholders and independent contractors, both past and present, and each of their respective heirs, executors, administrators, successors and assigns (collectively, the "Releasees") of and from all manner of actions, proceedings, causes of action, suits, debts, claims, dues, accounts, covenants and demands whatsoever which the Releasers had, now have or may hereafter have for or by reason of any cause, matter or thing whatsoever arising out of, or in any way related to the Action, and without limiting the generality of the foregoing, including any and all matters that were raised in the Action or which could have been raised or should have been raised therein including any consequential damages, interest and costs.

AND FOR THE AFORESAID CONSIDERATION the Releasers do hereby agree not to make any claim or take any proceedings whatsoever with respect to any matters herein released against any person or corporation who might claim contributory indemnity pursuant to the provisions of any statute or otherwise from any one or the Releasees.

IT IS UNDERSTOOD AND AGREED that the aforesaid consideration is deemed to be no admission whatsoever of liability on the part of the said Re

Page 2

one of the them.

IT IS FURTHER UNDERSTOOD AND AGREED that the Releasors shall be obliged to keep the terms of the settlement for which the Release is given confidential except as may be required by law or as may be required to direct funds of the settlement.

IN WITNESS WHEREOF the Releasors have hereunto set their hands and seals including the signatures of their duly authorized officers or representatives in that behalf this day of June, 1992.



THE CORPORATION OF THE CITY
OF MISSISSAUGA

Mayor
Per: _____
Clerk

JACK CHISVIN & ASSOCIATES LTD.

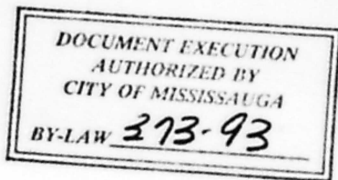
Per: _____

THE ECE GROUP

Per: _____

150268 CANADA LIMITED

Per: _____



Page 3

THE CADILLAC FAIRVIEW
CORPORATION

Per: _____

HYDRO MISSISSAUGA

Per: _____

MORRISON, HERSHFIELD, BURGESS
& HIGGINS LIMITED

Per: _____

CON-DRAIN COMPANY LIMITED

Per: _____

FOUNDATION COMPANY OF
CANADA LIMITED

Per: _____

10/1/20

100

John

Page 3

THE CADILLAC FAIRVIEW
CORPORATION

Per: _____

HYDRO MISSISSAUGA

Per: _____

MORRISON, HERSHFIELD, BURGESS
& HIGGINS LIMITED

Per: _____

CON-DRAIN COMPANY LIMITED

Per: _____

FOUNDATION COMPANY OF
CANADA LIMITED

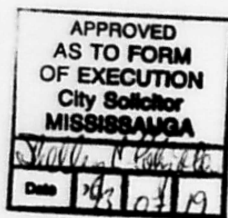
Per: _____

Page 2

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THE CORPORATION OF THE CITY
OF MISSISSAUGA

Mayor
Per: Clerk

JACK CHISVIN & ASSOCIATES LTD.

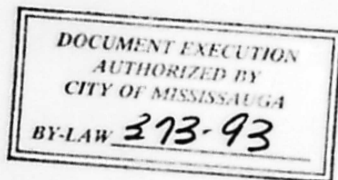
Per: _____

THE ECE GROUP

Per: _____

150268 CANADA LIMITED

Per: _____



MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that The Corporation of the City of Mississauga, Jack Chisvin & Associates Ltd., The ECE Group, 150268 Canada Limited incorrectly named as Acrow Richmond Pre-Set Anchors, The Cadillac Fairview Corporation, Hydro Mississauga, Morrison, Hershfield, Burgess & Higgins Limited, Con-Drain Company Limited, and Foundation Company of Canada Limited incorrectly named as Banister Continental Ltd. c.o.b. as Cliffside Pipelayers, on behalf of themselves, their officers and directors, employees, agents, associates, partners, shareholders and independent contractors, both past and present, and each of their respective heirs, executors, administrators, successors and assigns (collectively, the "Releasors"), in consideration for the settlement of all claims, counterclaims, crossclaims and third party claims made by the Releasees in Ontario Court (General Division) Action No. 38847/89Q, (the "Action") together with such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged do hereby forever remise, release and forever discharge each other and each of their respective officers, directors, employees, agents, associates, partners, shareholders and independent contractors, both past and present, and each of their respective heirs, executors, administrators, successors and assigns (collectively, the "Releasees") of and from all manner of actions, proceedings, causes of action, suits, debts, claims, dues, accounts, covenants and demands whatsoever which the Releasors had, now have or may hereafter have for or by reason of any cause, matter or thing whatsoever arising out of, or in any way related to the Action, and without limiting the generality of the foregoing, including any and all matters that were raised in the Action or which could have been raised or should have been raised therein including any consequential damages, interest and costs.

AND FOR THE AFORESAID CONSIDERATION the Releasors do hereby agree not to make any claim or take any proceedings whatsoever with respect to any of the matters herein released against any person or corporation who might claim contribution or indemnity pursuant to the provisions of any statute or otherwise from any one or more of the Releasees.

IT IS UNDERSTOOD AND AGREED that the aforesaid consideration is deemed to be no admission whatsoever of liability on the part of the said Releasees or any



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER . 374-93 .

A BY-LAW TO AMEND BY-LAW #43-82, BEING A BY-LAW TO PROVIDE FOR THE APPOINTMENT OF MUNICIPAL LAW ENFORCEMENT OFFICERS AND PEACE OFFICERS FOR THE PURPOSE OF ENFORCING MUNICIPAL BY-LAWS.

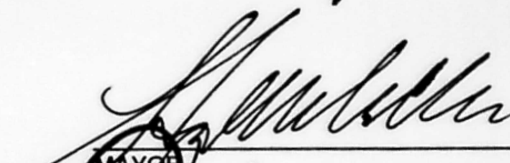
WHEREAS IT IS NECESSARY TO UPDATE THE LIST OF INDIVIDUALS APPOINTED AS MUNICIPAL LAW ENFORCEMENT OFFICERS AND PEACE OFFICERS FOR THE PURPOSE OF ENFORCING MUNICIPAL BY-LAWS,

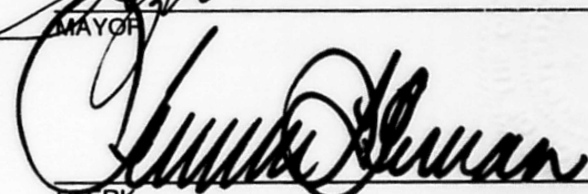
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF MISSISSAUGA ENACTS AS FOLLOWS:

1. THAT BY-LAW #43-82 BE AMENDED BY DELETING SCHEDULE "A" AND SUBSTITUTING THEREFOR SCHEDULE "A" TO THIS BY-LAW.
2. THAT BY-LAW #43-82 BE AMENDED BY DELETING SCHEDULE "B" AND SUBSTITUTING THEREFOR SCHEDULE "B" TO THIS BY-LAW.

ENACTED AND PASSED THIS 18th DAY OF August, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
MTB		
Date	93	08 17


MAYOR


CLERK

FIRE DEPARTMENT

HARE, C. W., FIRE CHIEF
 CUNNINGHAM, B.W., ASSISTANT DEPUTY CHIEF
 BROUWER, G., ASSISTANT DEPUTY CHIEF
 ARNOLD, R., DISTRICT CHIEF
 CROSS, G., DISTRICT CHIEF
 IZATT, J., DISTRICT CHIEF
 LAING, I., DISTRICT CHIEF
 CHALK, R.A., CHIEF INSPECTOR
 MCNEIL, I. D., CAPTAIN
 HARE, D. G., PLANS EXAMINER
 MCDERMOTT, WM., PLANS EXAMINER
 NEILSEN, C., INSPECTOR
 PHELPS, G., PLANS EXAMINATION OFFICER
 BEATY, R., INSPECTOR
 WALSH, B., INSPECTOR
 NUCIFORA, G., INSPECTOR
 GALLANT, K., INSPECTOR
 LEHOUX, J., INSPECTOR

MORDEN, G.R., DEPUTY FIRE CHIEF
 GUERTS, L.C., CHIEF OF TRAINING
 HASTINGS, E., DISTRICT CHIEF
 LANGLEY, E., DISTRICT CHIEF
 SHEAN, J. G., DISTRICT CHIEF
 HERRIDGE, B., DISTRICT CHIEF
 MCRORIE, D. G., CAPTAIN
 COLLINS, N. CAPTAIN
 FRITH, G. C., INSPECTOR
 HUNTER, J., INSPECTOR
 DELUCA, D., PLANS EXAMINER
 MCCUTCHEON, S., INSPECTOR
 BARRITT, P., INSPECTOR
 FERGUSON, R., INSPECTOR
 CLEMENT, R., INSPECTOR
 SIMPSON, P., INSPECTOR

OFFICE OF THE CITY SOLICITOR

ANWAR, NADIM
 ANDRES, P.
 BEDNARZ, H.
 BISPO, MIQUEL
 BONNELL, G. R.
 BONNAR, M.
 BRAY, K.
 BREWIN, P.
 BROWN, J.
 CAMPBELL, R. N.
 CASTORO, D.
 CLUNE, ANTHONY
 COCKMAN, J.
 COOPER, N.
 DEIULISS, DANILO
 FORTUNATO, G.
 HALL, JAMES
 HOLDEN, D.
 KEALY, L.
 KERR, D.
 LONG, A.
 MACMILLAN, J.
 MCCONKEY, B.
 MEEHAN, D. E.
 MOHAMMED, N.
 MUNDAY, D.
 NISBET, R.
 PARLIAMENT, B.
 PELLICORI, F.
 POLLARD, B. F.
 ROSE, D. ROSE, S.
 RYDER, D.
 SHOLDICE, W.
 SMITH, G.
 STASI, T.
 THORNE, S.
 VANDERHELM, P.
 VENSLOVAITIS, L.
 YOUNG, J.

ADDISON, L.,
 BASKEY, ANTHONY
 BELL, D.
 BISSON, JAMES
 BOOTON, L.
 BOURDIGNON, TRINA
 BROWN, M. C.
 CAHILL, K.
 CARDARELLI, N.
 CHAPMAN, R.
 COMRIE, R.
 CUNNINGHAM, J.
 FOLEY, BARRY
 GRANT, DAWN
 HINTON, J.
 JONES, TRACY
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 LANGFORD, W.
 MACKAY, F.
 MASINI, I.
 MCCUE, MICHAEL
 MILLER, C.
 MOQUIN, W.D.
 MURPHY, J.
 OBENG, CHARLES
 PAYTON, B.
 PENNER, R.
 ROBBINS, C.
 ROURKE, G.
 SCROVITCH, K.
 SMALL, Anne Marie
 THOMAS, B.
 TURNER, S.
 VAN HOEK, Y.
 WATERMAN, O.

CITY SECURITY STAFF

AGOSTINO, ROSANNA
DREXLER, JAMES
DREAGER, DAVID
GOSSELIN, DANIEL
MANSING, NENA
REYNOLDS, ROBERT
SAHID SAHID, ROBERT
SOBILO, KRZYSZTOF
TANNOCK, JOHN
WEIR, CECILE

DOMITROVICH, JOHN

EVANS, CATHIE P.
HILL, CLARENCE D.
MCMILLAN, IVOR
ROBINSON, GREGORY
SINGH, HARJINDER
SPIERING, ERNST
WALLACE, CHARLTON

TRANSPORTATION AND WORKS (TRANSIT)

BIBLE, WAYNE
CAVILL, JIM
CRESSMAN, JOHN
DAVIS, JIM
KENT, JIM
MACARTHUR, VERAL
MONTEITH, CEDRIC
PETERS, ED
ROY, ROBERT
WOODRUFF, JIM

CAMERON, JOHN
CHANDRA, JANE
CRUIKSHANKS, ROYCE
ELLIOTT, JOHN
KIBUSPU, HARRY
MILNE, ALEXANDER
PARALOVOS, PAUL
REINHART, ROBERT
SALLUSTI, PETER

374-93

SCHEDULE "A", PART I, TO BY-LAW
EMPLOYEES OF PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

AUTHORIZED PARKING ONLY LTD.

DOWLING, GILBERT
INDRIKSONS, IVARS
MITCHELL, ROBERT
TAYLOR, GORDON

GORDON, DARRYL
KOIDES, PAUL
PINSENT, ANDRE COREY

BARNES SECURITY SERVICES LTD.

ALLAN, EDWARD
GUITARD, JOSEPH
MACKLENNAN, CRAIG
ROWE, PAUL
WILFORD, THOMAS

BERESTEN, JAMES
MACDONALD, DAN
PNIAUSKAS, JOHN
WIDDIFIELD, WILLIAM

BURNS INTERNATIONAL SECURITY SERVICE LTD.

AHONEN, ANDREW
BEGLEY, BARBARA
CORAK, DAVORIN
DADD, DAVID
GAFOOR, ABDUL
KAHLON, HARJIT
LIRETTE, RONALD
MARCHANT, BRYAN
NEL, FRIKKIE
NOWERS, JEFF
OLIVEIRA, ROBERT
SMITH, RANDOLPH
TAURO, FRANCESCO
VAN ANDEL, FRED

BARRETT, DAVID
BILODEAU, TOM
COX, MATTHEW
FLAVELLE, KAREN
HASSAN, AHMED
KHAN, AMIR
LYLE, PATRICK
MULTANI, JAIDEEP
NELSON, DALE
O'BRIEN, JAMES
POTTS, STEPHEN
SOUSA, PAULO
TENNENT, MICHAEL
WILLEY, SCOTT

CANADA SECURITY CORPORATION (THE)

BARBIETO, ARIEL
BUCHANAN, ANDREW
HANSON, Patrick
STEPHENS, David

BERGER, Steven
DOLL, KEN
O'DONNELL, Mark

CANADIAN CORPS OF COMMISSIONAIRES

BECK, VICTOR
CAMERON, D.
CHILDS, ROBERT
DANIEL, ANTHONY

HANSFORD, T.
KING, W.
LEE, E.
MACDONALD, MALCOLM
MONTCALM, ROCH

BUSSIERES, A.
CARTER, J.
CRAWLEY, H.
DAYMAN, D.
FRANK, P.
ISAACS, A.
KRAELING, R.
MACDONALD, J.
MCNULTY, PHILIP

CANMILS CONSULTANTS LTD.

BROWN, JOHN
VET, MAVIS
WHITE, JAMES

HUGHES, WARREN
WHITE, CATHERINE

C.C.G. SECURITY INC.

ATYOTA, ESEOGHENE
RICHARDSON, J.
SORRENTINO, G.
WOOLHEAD, J.

PARSON, K.

THOMSON, C.

31493

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FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

CLASSIQUE CONCIERGE

ACKERMAN, PETER
BOAGMUNRO, RUSSELL
EID, IBRAHIM
MUNRO, DONALD
ROWAN, JOHN

AMON, VALENTIN
BRISTOL, ERIC
KOVACEVIC, JOVAN
MIODRAG, POZNIC

CRUSADERS SECURITY

HENRY, CLIVE
JOHNSTON, KENNETH
VAN TASSEL, WILLIAM

MINNIKIN, JUSTIN
YOUNG-TAI, KIN POUND WU

EXCALBUR SECURITY CONSULTANTS INC.

BIRTWISTLE, DAVID
GROSSE, STEVEN
MARTIN, HUGH
MOORHOUSE, JOHN
WALKER, DOUG

COLTON, PATRICK
LI, DAVID

RAMSEY, TODD

ENSIGN SECURITY SERVICES LTD.

ANDERSON, GEORGE
BRADBURY, Michael
DAMERY, TRUDY
DEALMEIDA, WILLIAM
DUNSCOMBE, TREVOR
FRAZER, TIMOTHY
HAYES, DAVID
KLAEBOE, DAVID
KOOTNEKOFF, RODERICK
JAMAL, MUNEER
KHAN, SYED
LOCKWOOD, KENNETH
MACJANET, DAVID
NELSON, PETER
O'BRIEN, CHRISTOPHER
RACING, RICK
RAGSDALE, GRAHAM
SCOGNOAMIGLIO, BASILIO
SMIGELSKI, LESLIE
SMITH, MICHAEL
VOLPARI, Franco
WRIGHT, DAVID

ARLAND, MELVILLE
COPELAND, ROBERT

DOWNIE, CHRIS
EFFAT, KHALIL
GREENE, DANIEL
HILLIER, Roy

KOWALCHUK, MYRON
JOHNSON, MICHAEL
LEMOYNE, ROBERT
MCGUIRE, TERRY
MOREALES, MARTIN
NICHOLLS, KEITH
PICKELS, Keith
REMBISH, Peter
SCHULTE, RANDY
SINCLAIR, Ross
SMITH, KEITH
SPILIADIS, TERRY
WHITESIDE, Glenn
ZUWALA, GEORGE

ERINDALE COLLEGE SECURITY

CERVONI, D.
FREUD, GEORGE
KENT, THOMAS
MALLO, ARIF M.
PIENCZYKOWSKI, JACK
YARDY, CAMERON

DAWSON, DARLENE
HELEWA, CHARLES
LACK, ROBERT J.
MCKENZIE, ROSS W.
SENKPIEL, BODO-K

GRAHAM PROTECTION SERVICES LTD.

ANGLISZ, EDWARD
GRAHAM, PAUL
MCNABB, ROBERT
RAPOSO, ROBERT
WILLIAMS, ROBERT

GRAHAM, DONALD
MATTHEWS, ROBERT
RANDHAWA, RAJWINDER
RICHARDSON, KEN

HOLYOAK, FRONTIERSMEN & HARRISON SECURITY SERVICES LTD.

ASHFIELD, JOHN

DICKSON, WILLIAM

37493

SCHEDULE "A", PART I, TO BY-LAW
EMPLOYEES OF PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

INTELLIGARDE INTERNATIONAL INC.

BECKER, STANFORD
MCALLISTER, WAYNE
NECHO, GLEN
WOOD, SHAWN

HUME, GORDON
MCLEOD, ROSS
NAEDA, KEELER

INTERCON SECURITY LIMITED

ANDERSON, DARRYL
BAZIUK, PAUL
BROWN, CHRISTOPHER
DAVIES, KENNETH
DILLON, SURJIT
FORTIN, PAUL
HAMILTON, ROWAN
HAZELWOOD, DONALD
HORNETT, DAVID
ISSA, MICHAEL
KENNY, PAUL
KITNER, MICHAEL
LADOUCEUR, MARC
MCCAW, DOUGLAS
MENZIES, JASON
MORRISSEY, LIAM
PEDDLE, ROBERT
ST CROIX, JEAN-PAUL
SENZEL, PETE
SMITH, DOUGLAS
SPALDING, LEE
SUMAISAR, NILAN
THOMPSON, PATRICK
WALDRON, DERRICK
WINAND, DOUGLAS

BARTON, DARIN
BINNIE, GREG
BUIRDS, ROSS
DAVIS, NEIL
ELLIOTT, MICHAEL
GOFF, BRAD
HARRIS, MICHAEL
HENRICH, DOUGLAS
HURLEY, GORDON
JENNINGS, WAYNE
KINDLON, JAMES
KNAPP, LEISA
MATTHEW, MICHAEL
MCCUE, PAUL
MILARCHUK, CHRISTOPHER
PATON, JAMES
PLUMLEY, JEFF
SEELEY, GERALD
SILVESTRI, SANDRINO
SNIDER, SCOTT
STEVENS, CHARLES
TEMELKOS, LOUIS
TODD, MITCHELL
WILSON, CHRIS
WONG, TORANGE

INTERTEC SECURITY AND INVESTIGATION LTD.

ALWARD, DARRELL
ASHER, ROB
D'ARCY, MARK
DELANEY-WALKER, JACKIE
ELHOJJAJI, YASIN
LAKING, DAVE
MCGUINNESS, DEANNA
MORRISON, JOHN
SMOLLETT, STEVE
VIRK, JAGBIR

ARISS, JASON
BEYAK, RICHARD
DEMIAN, ALFRED

KERR, JEFF
MARTINEZ, EUGENE
MORMILE, JENNIFER
SEABORNE-DAVIES, PHILLIP
TUAZON, RODOLFO
WILSON, WARREN

INVESEC SECURITY SERVICES

BRADY, PAUL
ILIFFE, JIM
LOCKWOOD, GRANT
WHITE, CATHERINE

HUGHES, GERALD
LOCKWOOD, GARY
TYLER, LIONEL

374-93

SCHEDULE "A", PART I, TO BY-LAW
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TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

LANCER SECURITY SERVICES INC.

BENZAQUEN, CHARLES
CROWE, TIMOTHY
FORSYTHE, KATHLEEN
MAXWELL, JACK
RYHORSKI, LARRY
SUGARS, WARREN

BORTNIAK, JOHN
DOCKTER, DUANE
MAUTI, JOHN
RICH, DOUG
RYHORSKI, COLLEEN
WATKINSON, ANDREW

MEADOWVALE SECURITY GUARD SERVICES INC.

ANDREWS, LESLIE
BHUIWALLA, MURTAZA SHABBIR
BURGESS, ROBERT
DREXLER, JOE
FIELD, Jeffrey
GOLDSON, RON
GOODING, MARK
HOBBS, RONALD
KIRBY, ARTHUR
MONTEAGUDO, Zollo
PAWLOWSKI, ED
PLOQUIN, LORNE
RUTH, ALAN
SHAH, MAZHAR
SINGH, KERPAL
STEVENSON, Robert
WILSON, WILLIAM C.

ATTIM, Carl
CURRIE, CHRISTOPHER
EMERY, DAVID
FRIENDSHIP, DONALD
GREY, MALCOLM
HUDSON, DAVID
MCMAHON, GEORGE
NORMANDIN, DAVID
PEARSON, ANTHONY
ROLLS, NICK
SANDERSON, PETER
SIMEC, MIKE
SINGH, SARWAN
VASILOPOULOS, ERIC

METROPOL SECURITY

ANAND, MADAN
DONNELLY, MICHAEL
SINGH, AMARJIT

BISPHAM, DARRELL
GOODGER, KENNETH
SINGH, PERTAB

MOBILE SUPPORT SERVICES

ALLEN, MARGARET
BOYLE, STANLEY
FISHER, TERRY
THOMSON, ROBERT

ANTON, Jeyanadan
RADFORD, MICHAEL

MONARCH PROTECTION SERVICES LIMITED

ALLAN, SHIRLEY
DIKASZ, MARY
MAJIC, RUSMIR
THOMAS, STEVEN

BIEN, BRONISLAW (BRIAN)
MACDONALD, DAN
SAMPAIO, MICHAEL

OLYMPUS SECURITY SERVICES INC.

BAKHTYAR, FARZAD
CAPONE, JOEY
CONYERS, PAUL
GODIN, MICHAEL
LOMAX, JAY
REGULAR, GREGORY
STEPANIS, CHRIS
SZYMCAK, KRZYSZTOF

BRADSHAW, PAUL
CHUSROSKIE, MICHAEL
DHARMAKUMAR, EDMUND
HAUGHEY, DAVID
PAPANTONIOU, PHIL
SILVA, PETER
STEPANIS, PANDO

37493

SCHEDULE "A", PART I, TO BY-LAW
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FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

ONTARIO PARKING CONTROL BUREAU

BAUER, MICHAEL
PASSMORE, ROBERT
SYDNEY, RICHARD
WILLIAMS, STUART

CHAPMAN, RICK

TRUMP, ELMER

PARAGON PROTECTION LTD.

CARTER, Keith
HAY, Chris

GUITARD, JOSEPH
SPRY, John

PROVINCIAL SECURITY SERVICES

BASCOM, DENIS
CARNEY, EDWARD
JOHNSON, ROBERT
LONGHI, ROCCO
MACUMBER, JOHN
ROBERTS, WESLEY
STABLES, BRIAN

BLONDIN, SHAWN
FEDCHYSHYN, GREGORY
LONG, DALE
MACDONALD, STEWART
OLGUIN, MARIO
SOLOMON, IAN
SZULICH, DEAN

RAINBOW TAGGING SERVICE

GARDNER, CLEON
SERGISON, MARK

FANZIO, JUAN

SCOTT SECURITY INC.

FARLEY, PAUL
HOLDER, TIMOTHY
SCOTT, DONALD

HOLDER, FRANCES
OLTHOF, DEEMS JEFFREY
WILLIAMS, DAVID LUTHER

SCOUT SECURITY AND INVESTIGATIONS

FRATANGELI, SILVERIO

MCCULLOCH, BRIAN

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MARTINHO, JOSE

SHIPP CORPORATION LTD. (SECURITY DIVISION)

BASTELAK, JOSEPH
CUHNA, JOSE
DODD, ARTHUR
MCLAURIN, PETER
TITMARSH, HERBERT

BLATNIK, ALBIN
DABIPERSAUD, SAMSUNDER
HANNIVIN, WILLIAM
SCOUTEN, SHAWN
WOOD, JEAN CLARA

TOTAL PARKING SERVICES

BARTH, MANFRED
BURNHAM, BRENDA

BROWNING, CLAYTON
BURNHAM, BRUCE

WACKENHUT OF CANADA LIMITED

BERTRAND, ROBERT
GOLDING, MARK
LEWIS, DAVID MICHAEL
NARAYAN, KAWAL
SAMUELS, CURTIS

FONDER, STELLA
JAYANTHIKUMAR, CASIPILLAI
MALCOLM, BRIAN
QUASHIE, NORMAN

374-93

SCHEDULE "A", PART II, TO BY-LAW
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

AUTHORIZED PARKING ONLY LTD.

7256 AIRPORT ROAD	2700 BATTLEFORD ROAD
2670 BATTLEFORD ROAD	2340 BROMSGROVE ROAD
1315 BOUGH BEECHES BLVD.	1060 CAVEN STREET
2440 BROMSGROVE ROAD	35 CEREMONIAL DRIVE
1039 CEDARGLEN GATE	5020 DELAWARE DRIVE
7430 COPENHAGEN ROAD	3555 DERRY ROAD EAST
3533 DERRY ROAD EAST	1219 DUNDAS STREET WEST
3577 DERRY ROAD EAST	4165 FIELDGATE DRIVE
1301 DUNDAS STREET WEST	1970 FOWLER DRIVE
2355 FIFTH LINE WEST	1415 GULLEDEN DRIVE
1980 FOWLER DRIVE	2240 HURONTARIO STREET
1485 GULLEDEN DRIVE	3170 KIRWIN AVENUE
2247 HURONTARIO STREET	205 LAKESHORE ROAD EAST
187 LAKESHORE ROAD EAST	150 LAKESHORE ROAD WEST
99 LAKESHORE ROAD WEST	3425 MORNING STAR DRIVE
3420 MORNING STAR DRIVE	549 NORTH SERVICE ROAD
275 NORTH SERVICE ROAD	2575 PARMEER DRIVE
573 NORTH SERVICE ROAD	1061 SENECA AVENUE
1051 SENECA AVENUE	300 WEBB DRIVE
1700 THE COLLEGEWAY	
2616/2626 WOODCHESTER DRIVE	

BARNES SECURITY SERVICES LTD.

3150 GOLDEN ORCHARD DRIVE	3170 GOLDEN ORCHARD DRIVE
---------------------------	---------------------------

BURNS INTERNATIONAL SECURITY SERVICE LTD.

265 ENFIELD PLACE	25 FAIRVIEW ROAD WEST
50 KINGSBRIDGE GARDEN CIRCLE	1110 WALDEN CIRCLE

CANADA SECURITY CORPORATION (THE)

5900 AVEBURY ROAD	2515 HURONTARIO STREET
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CANADIAN CORPS OF COMMISSIONAIRES

3695 KANEFF CRESCENT	55 KINGSBRIDGE GARDEN CIRCLE
----------------------	------------------------------

CANMILS CONSULTANTS LTD.

1055 BLOOR STREET EAST	3100 DIXIE ROAD
600-620 LOLITA GARDENS	

CCG SECURITY INC.

3445 FIELDGATE DRIVE	99 LAKESHORE ROAD EAST
----------------------	------------------------

CLASSIQUE CONCIERGE

4185 SHIPP DRIVE	4205 SHIPP DRIVE
25 TRAILWOOD DRIVE	35 TRAILWOOD DRIVE

CRUSADERS SECURITY

3476 GLEN ERIN DRIVE	99 LAKESHORE ROAD EAST
530 LOLITA GARDEN	925 RATHBURN ROAD EAST

ENSIGN SECURITY SERVICES LTD.

265 & 285 ENFIELD PLACE	3700 KANEFF CRESCENT
4477 TUCANA COURT	1110 WALDEN CIRCLE
325 & 335 WEBB DRIVE	

37493

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FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

ERINDALE COLLEGE SECURITY

3359 MISSISSAUGA ROAD (ERINDALE COLLEGE)

EXCALBUR SECURITY CONSULTANTS INC.

2440 HURONTARIO STREET

GRAHAM PROTECTION SERVICES LTD.

2770 AQUITAINE AVENUE
2542 ARGYLE ROAD
1177 BLOOR STREET EAST
1616 HAIG BOULEVARD

2556 ARGYLE ROAD
880 DUNDAS STREET EAST
3025 QUEENFREDERICA
DRIVE

HOLYOAK, FRONTIERSMEN & HARRISON SECURITY SERVICES LTD.

1515 LAKESHORE ROAD EAST

1535 LAKESHORE ROAD EAST

INTELLIGARDE INTERNATIONAL INC.

2075 ASTA DRIVE

2247 HURONTARIO STREET
1515 LAKESHORE ROAD EAST
5610 MONTEVIDEO ROAD
200 ROBERT SPECK PARKWAY

1315 BOUGH BEECHES
BOULEVARD
5659 MCADAM ROAD
1535 LAKESHORE ROAD EAST
6260 MONTEVIDEO ROAD

INTERCON SECURITY LIMITED

2150 BURNHAMTHORPE ROAD WEST

100 CITY CENTRE DRIVE
3339 COUNCIL RING ROAD
2225 ERIN MILLS PARKWAY (SHERIDAN MALL)
6719 GLEN ERIN DRIVE
89 QUEENSWAY WEST
1655 QUEENSWAY EAST

325 CENTRAL PARKWAY
WEST

3360 COUNCIL RING ROAD

101 QUEENSWAY WEST

INTERTEC SECURITY AND INVESTIGATION LTD.

377 BURNHAMTHORPE RD. E.
33 CITY CENTRE DRIVE
77 CITY CENTRE DRIVE

55 CITY CENTRE DRIVE
201 CITY CENTRE DRIVE

INVESEC SECURITY SERVICES

1055 BLOOR STREET EAST
3525 BRANDON GATE DRIVE
1001 CEDARGLEN GATE
2275 CREDIT VALLEY ROAD
880 DUNDAS STREET WEST
3140 FIFTH LINE WEST
3120 KIRWIN AVENUE
600 LOLITA GARDENS
3050 ORLEANS ROAD
3400 RIVERSPRAY CRESCENT

2155 SOUTH MILLWAY
3420 SOUTH MILLWAY

2001 BONNYMEDE DRIVE
2150 BROMSGROVE ROAD
3600 COLONIAL DRIVE
3100 DIXIE ROAD
3100 FIFTH LINE WEST
35 FRONT STREET
530 LOLITA GARDENS
620 LOLITA GARDENS
1360 RATHBURN ROAD EAST
4235 SHERWOODTOWNE
BOULEVARD
2205 SOUTH MILLWAY
1010 WALDEN CIRCLE

LANCER SECURITY SERVICES INC.

1110 CAVEN STREET

3050 CONSTITUTION BOULEVARD

3040 CONSTITUTION
BOULEVARD
CONFEDERATION PARKWAY

374-93

SCHEDULE "A", PART II, TO BY-LAW
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

6435 DIXIE ROAD	(LIBRARY STAFF PARKING LOT)
60 DUNDAS STREET EAST	6487 DIXIE ROAD
	110 DUNDAS STREET WEST
134 DUNDAS STREET WEST	(CENTRAL LIBRARY)
165 DUNDAS STREET WEST	144 DUNDAS STREET WEST
6040 GLEN ERIN DRIVE	4444 FIELDGATE DRIVE
	400 MISSISSAUGA VALLEY BOULEVARD
3015 WINSTON CHURCHILL BOULEVARD	

MEADOWVALE SECURITY GUARD SERVICES INC.

460 BRISTOL ROAD	3665 ARISTA WAY
1111-1155 BOUGH BEECHES BLVD.	99-119 BRISTOL ROAD EAST
50 BURNHAMTHORPE RD.W.	90 BURNHAMTHORPE RD.W.
	7251 COPENHAGEN ROAD
6520 CORFU ROAD	7170 DARCEL AVENUE
7230 DARCEL AVENUE	7280 DARCEL AVENUE
935 DUNDAS STREET EAST	
1970 DUNDAS STREET EAST	30 ELM DRIVE EAST
50 ELM DRIVE EAST	55 ELM DRIVE WEST
265 ENFIELD PLACE	7077 ESTORIL ROAD
2779 GANANOQUE DRIVE	6720 GLEN ERIN DRIVE
6779 GLEN ERIN DRIVE	3605 KARIYA DRIVE
75 AND 85 KING STREET EAST	10 KINGSBRIDGE GARDEN CIRCLE
20 KINGSBRIDGE GARDEN CIRCLE	
3359 MISSISSAUGA ROAD NORTH	
1405 MISSISSAUGA VALLEY BLVD.	1423 MISSISSAUGA VALLEY BLVD.
	1547 MISSISSAUGA VALLEY BLVD.
1477 MISSISSAUGA VALLEY BLVD.	1580 MISSISSAUGA VALLEY BLVD.
1563 MISSISSAUGA VALLEY BLVD.	6040 MONTEVIDEO ROAD
	6260 MONTEVIDEO ROAD
5730 MONTEVIDEO ROAD	
6100 MONTEVIDEO ROAD	924 RATHBURN ROAD EAST
6500 MONTEVIDEO ROAD	250 WEBB DRIVE
3145 QUEEN FREDERICA DRIVE	6750 WINSTON CHURCHILL
20 STRATHAVEN DRIVE	
2617 WINDWOOD DRIVE	
BLVD.	

METROPOL SECURITY

2150 BURNHAMTHORPE ROAD WEST	50 ELM DRIVE
2550 HURONTARIO STREET	6677 MEADOWVALE TOWN CENTRE CIRCLE (MEADOWVALE MALL)
1300-1320 MISSISSAUGA VALLEY BLVD.	

MOBILE SUPPORT SERVICES

2700 AQUITAINE AVENUE	2929 AQUITAINE AVENUE
2757 BATTLEFORD ROAD	2797 BATTLEFORD ROAD
2869 BATTLEFORD ROAD	2001 BONNYMEDE DRIVE
2380 BROMSGROVE ROAD	CONFEDERATION PKWY. (LIBRARY LOT)
	666 CONSTELLATION DRIVE
7080 COPENHAGEN ROAD	7406 DARCEL AVE.
3025 CREDIT WOODLANDS (THE)	
2301 DERRY ROAD WEST	900 DUNDAS STREET WEST
7255 DOOLEY DRIVE	4156 FIELDGATE DRIVE
15 ELIZABETH STREET NORTH	2676 FOLKWAY DRIVE
4230 FIELDGATE DRIVE	
1055 FORESTWOOD DRIVE	4171 GLEN ERIN DR.
1180 & 1190 FORESTWOOD DRIVE	
6599 GLEN ERIN DRIVE	7500 GOREWAY DRIVE
7475 GOREWAY DRIVE	
2325 HURONTARIO STREET	

SCHEDULE "A", PART II, TO BY-LAW 374-93
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

(QUEENTARIO PLAZA)
966 INVERHOUSE DRIVE
1285 LAKESHORE ROAD EAST

1580 MISSISSAUGA VALLEY BLVD.
1015 ORCHARD ROAD
3070 & 3130 QUEEN FREDERICA DRIVE

1850 RATHBURN ROAD EAST
2145 SHEROBEE ROAD
2075 SHEROBEE ROAD

3500 SOUTH MILLWAY
1050 STANTON DRIVE
28-57 VILLAGE CENTRE PLACE
2665 WINDWOOD DRIVE

2353 HURONTARIO STREET
1257 LAKESHORE ROAD EAST
215 MISSISSAUGA VALLEY
BLVD.

6240 MONTEVIDEO ROAD
4100 PONYTRAIL DRIVE
3105 QUEEN FREDERICA
DRIVE

2121 RATHBURN ROAD EAST
4255-4265 SHERWOODTOWNE
BLVD.

3510 SOUTH MILLWAY
6900 TRANMERE DRIVE
350 WEBB DRIVE

MONARCH PROTECTION SERVICES LIMITED

3695 KANEFF CRESCENT

NIGHT WATCH SECURITY SERVICES INC.

35 CEREMONIAL DRIVE

OLYMPUS SECURITY SERVICES INC.

2035 ASTA DRIVE
115 HILLCREST AVENUE
1485 LAKESHORE ROAD EAST

3400 RIVERSPRAY CRESCENT

5020 DELAWARE DR
145 HILLCREST AVENUE
3420 & 3425 MORNINGSTAR
DR.

ONTARIO PARKING CONTROL BUREAU

85 & 121 ACORN PLACE
6299 AIRPORT ROAD
6695 AIRPORT ROAD
6725 AIRPORT ROAD
400 BLOOR STREET EAST
2340 BROMSGOVE ROAD

2301 BURNHAMTHORPE ROAD WEST
20 CEREMONIAL DRIVE
2401 THE COLLEGEWAY
3355 THE COLLEGEWAY
3420 THE COLLEGEWAY
3570 COLONIAL DRIVE
3590 COLONIAL DRIVE
7030 COPENHAGEN ROAD
5955 CREDITVIEW ROAD
55 ELM DRIVE
15 FAIRVIEW ROAD
12 FALCONER DRIVE
1025 FERGUS AVENUE
6777 FORMENTERA AVENUE
2655 GANANOQUE DRIVE
3477 GLEN ERIN DRIVE
6045 GLEN ERIN DRIVE
25 GLEN HAWTHORNE BOULEVARD
7350 GOREWAY DRIVE
30 HANSON ROAD
50 KINGSBRIDGE GARDEN CIRCLE
3175 KIRWIN AVENUE
20 MISSISSAUGA VALLEY BLVD.

1250 MISSISSAUGA VALLEY BLVD.
6120 MONTEVIDEO ROAD

111 AGNES STREET
6303 AIRPORT ROAD
6715 AIRPORT ROAD
2660 AQUITAINE AVENUE
3233 BRANDON GATE DRIVE
2251 BURNHAMTHORPE
ROAD WEST
3025 CEDARGLEN GATE
3480 COLONIAL DRIVE
2433 THE COLLEGEWAY

3395 CLIFF ROAD NORTH
3480 COLONIAL DRIVE
800 CONSTELLATION DRIVE
7430 COPENHAGEN ROAD

10 FALCONER DRIVE
16 FALCONER DRIVE
4230 FIELDGATE DRIVE
6797 FORMENTERA AVENUE
2779 GANANOQUE DRIVE
6025 GLEN ERIN DRIVE
6449 GLEN ERIN DRIVE
7340 GOREWAY DRIVE
7435 GOREWAY DRIVE
915 INVERHOUSE DRIVE

485 MEADOWS BLVD.
50 MISSISSAUGA VALLEY
BLVD.
5536 MONTEVIDEO ROAD
3860 MORNINGSTAR DRIVE

SCHEDULE "A", PART II, TO BY-LAW 374-93
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

385 RATHBURN ROAD EAST
395 RATHBURN ROAD EAST
1755 RATHBURN ROAD EAST
2120 RATHBURN ROAD EAST
WEST3655 REDMOND ROAD
880 RILEY COURT
4255 SHERWOODTOWNE BLVD.

4261 SHERWOODTOWNE BLVD.

4265 SHERWOODTOWNE BLVD.
3280 SOUTH MILLWAY
2440 TRUSCOTT DRIVE
4110 WESTMINSTER PLACE

405 RATHBURN ROAD EAST
1951 RATHBURN ROAD EAST
1290 RATHBURN ROAD
3400 RHONDA VALLEY
7633 ROCKHILL ROAD
4257 SHERWOODTOWNE
BLVD.
4263 SHERWOODTOWNE
BLVD.
2250 SOUTH MILLWAY
3330 SOUTH MILLWAY
4100 WESTMINSTER PLACE

PARAGON PROTECTION LTD.

6500 SILVER DART DR.

1625 BLOOR STREET EAST
7050 BRAMALEA RD.
2315 BROMSGROVE ROAD
800 CONSTELLATION BLVD.
1275 CORNERBROOK PLACE
98 FALCONER DRIVE
6699 FALCONER DRIVE
3079 FIFTH LINE WEST
3500 GLEN ERIN DRIVE
1415 AND 1485 GULLEDEN DRIVE
3350-3351 HORNBEAM CRESCENT
1515 LAKESHORE RD. E.
525 MEADOWS BLVD.
180 MISSISSAUGA VALLEY BLVD.

1330 MISSISSAUGA VALLEY BLVD.
2095 ROCHE COURT
6679 SHELTER BAY ROAD
2035 SOUTH MILLWAY
806 STANTON DRIVE
830 WESTLOCK ROAD

1680 BLOOR STREET EAST
2170 BROMSGROVE ROAD
3025 CEDARGLEN GATE
7340 COPENHAGEN ROAD
4605 DONEGAL ROAD
6540 FALCONER DR.
4165 FIELDGATE DRIVE
3125 FIFTH LINE WEST
6855 GLEN ERIN DRIVE
2445 HOMELANDS DRIVE
405 HYACINTHE BLVD.
1535 LAKESHORE RD. E.
20 MINEOLA ROAD EAST
1180 MISSISSAUGA VALLEY
BLVD.
4635 REGENTS TERRACE
2121 ROCHE COURT
2020 SOUTH MILLWAY
150 SOUTH SERVICE ROAD
7171 TORBRAM RD.
2605 WOODCHESTER DRIVE

WACKENHUT OF CANADA LIMITED

3430 BRANDON GATE DRIVE
2315 BROMSGROVE ROAD
3500 GLEN ERIN DRIVE
6855 GLEN ERIN DRIVE
2445 HOMELANDS DRIVE
2235 HURONTARIO STREET
3100 KIRWIN AVENUE
55 PARK STREET
2095 ROCHE COURT

2170 BROMSGROVE ROAD
1100 CAVEN STREET
6719 GLEN ERIN DRIVE
7560 GOREWAY DRIVE
2233 HURONTARIO STREET
405 HYACINTHE BLVD.
3170 KIRWIN AVENUE
70 PARK STREET EAST
6679 SHELTER BAY ROAD

SCHEDULE "A", PART II, TO BY-LAW **39493**
PRIVATE FIRMS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (AS AMENDED)
FIRE ROUTE BY-LAW 1036-81 (AS AMENDED)
HANDICAPPED PARKING BY-LAW 134-83 (AS AMENDED)

4450 TUCANA CRT.
4470 TUCANA COURT

4460 TUCANA COURT
2665 WINDWOOD DRIVE

5880 PALBOURNE STREET
5600 KEATON CRESCENT
5700 KEATON CRESCENT
135 KENNEDY ROAD
01 MATHESON BLVD EAST
25 MATHESON BLVD WEST
55 MATHESON BLVD WEST
65 MCLAUGHLIN ROAD
85 MCLAUGHLIN ROAD
1200 MEYERSIDE DRIVE
1329 MEYERSIDE DRIVE
20 MILVERTON DRIVE
6415-6499 NORTHAM DRIVE
6520 NORTHAM DRIVE
6350 NORTHWEST DRIVE
6291 ORDAN DRIVE
6615 ORDAN DRIVE
7075 ORDAN DRIVE
030 ORLANDO DRIVE
160 ORLANDO DRIVE
3182 ORLANDO DRIVE
3198 ORLANDO DRIVE
3220 ORLANDO DRIVE
6335-6385 SHAWSON DRIVE
6141 VIPOND DRIVE
6300 VISCOUNT ROAD
6358 VISCOUNT ROAD
6480 VISCOUNT ROAD
6490 VISCOUNT ROAD

5770 HURONTARIO STREET
5675 KEATON CRESCENT
800 KEATON CRESCENT
80 MATHESON BOULEVARD EAST
15 MATHESON BLVD WEST
35 MATHESON BLVD WEST
55 MATHESON BLVD WEST
75 MCLAUGHLIN ROAD
65 MCLAUGHLIN ROAD
1305 MEYERSIDE DRIVE
1401 MEYERSIDE DRIVE
25 MILVERTON DRIVE
6503 NORTHAM DRIVE
6320 NORTHWEST DRIVE
6390 NORTHWEST DRIVE
6605 ORDAN DRIVE
6625 ORDAN DRIVE
075-A ORDAN DRIVE
135 ORLANDO DRIVE
170 ORLANDO DRIVE
3190 ORLANDO DRIVE
3206 ORLANDO DRIVE
3325 ORLANDO DRIVE
7680 TRANMERE ROAD
6201 VIPOND DRIVE
6330 VISCOUNT ROAD
6470 VISCOUNT ROAD
6486 VISCOUNT ROAD
6500 VISCOUNT ROAD

BOODHAI, BOYSIE

4665 CENTRAL PARKWAY EAST
3355 HURONTARIO STREET
3590 KANEFF CRESCENT
3650 KANEFF CRESCENT
3700 KANEFF CRESCENT
2170 SHEROBEE ROAD
2211 SHEROBEE ROAD

1230, 1240, 1250 EGLINTON AVENUE WEST
3575 KANEFF CRESCENT
3620 KANEFF CRESCENT
3695 KANEFF CRESCENT
49-55 MATHESON BOULEVARD
2177 SHEROBEE ROAD

BROWNLEE, HAROLD

2301 DERRY ROAD WEST

SCHEDULE 'B' TO BY-LAW 374-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

COOPER, ANDREW

5 0 B U R N H A M	T H O R P E R O A D W E S T
265 ENFIELD PLACE	90 BURNHAMTHORPE ROAD WEST
	285 ENFIELD PLACE

DAVENPORT, BRUCE

4665 CENTRAL PARKWAY EAST	1230 EGLINTON AVENUE WEST
1240 EGLINTON AVENUE WEST	1250 EGLINTON AVENUE WEST
3355 HURONTARIO STREET	3575 KANEFF CRESCENT
3590 KANEFF CRESCENT	3620 KANEFF CRESCENT
3650 KANEFF CRESCENT	3695 KANEFF CRESCENT
3700 KANEFF CRESCENT	49 TO 55 MATHESON BOULEVARD
2170 SHEROBEE ROAD	2177 SHEROBEE ROAD
2211 SHEROBEE ROAD	

DUNLOP, S.

6205 AIRPORT ROAD	6299 AIRPORT ROAD
6303 AIRPORT ROAD	6470-6500 AIRPORT ROAD
6655 AIRPORT ROAD	6715 AIRPORT ROAD
6725 AIRPORT ROAD	3070 AMERICAN DRIVE
1180-1200 COURTNEYPARK DRIVE	1200 MEYERSIDE DRIVE
1305 MEYERSIDE DRIVE	1329 MEYERSIDE DRIVE
1401 MEYERSIDE DRIVE	6415-6499 NORTHAM DRIVE
6503 NORTHAM DRIVE	6520 NORTHAM DRIVE
6350 NORTHWEST DRIVE	6390 NORTHWEST DRIVE
6291 ORDAN DRIVE	6605 ORDAN DRIVE
6615 ORDAN DRIVE	6625 ORDAN DRIVE
7075 ORDAN DRIVE	7075-A ORDAN DRIVE
3030 ORLANDO DRIVE	3135 ORLANDO DRIVE
3325 ORLANDO DRIVE	6355-6385 SHAWSON DRIVE
6141 VIPOND DRIVE	6201 VIPOND DRIVE
6300 VISCOUNT ROAD	6330 VISCOUNT ROAD
6358 VISCOUNT ROAD	

EL-AYARI, MOHAMED

2300 SOUTH MILLWAY

FENN, RICHARD

485 MEADOWS BOULEVARD	525 MEADOWS BOULEVARD
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SCHEDULE 'B' TO BY-LAW 37493

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

FRID, GREGG

525 ABILENE DRIVE	6205 AIRPORT ROAD
6299 AIRPORT ROAD	6303 AIRPORT ROAD
6470-6500 AIRPORT ROAD	6655 AIRPORT ROAD
6715 AIRPORT ROAD	6725 AIRPORT ROAD
6767 AIRPORT ROAD	3070 AMERICAN DRIVE
3090 AMERICAN DRIVE	3100 AMERICAN DRIVE
2360 ARGENTIAN ROAD	5900 AVEBURY ROAD
5600 CONCROSS COURT	5850 CHEDWORTH WAY
5875 CHEDWORTH WAY	1180-1200 COURTNEYPARK DRIVE
1401 COURTNEY PARK DRIVE	1411 COURTNEY PARK DRIVE
6115 DANVILLE ROAD	6155 DANVILLE ROAD
5880 FALBOURNE STREET	5770 HURONTARIO STREET
5600 KEATON CRESCENT	5675 KEATON CRESCENT
5700 KEATON CRESCENT	800 KEATON CRESCENT
135 KENNEDY ROAD	80 MATHESON BLVDEAST
01 MATHESON BLVDEAST	15 MATHESON BLVDWEST
25 MATHESON BLVDWEST	35 MATHESON BLVDWEST
55 MATHESON BLVDWEST	55 MATHESON BLVDWEST
65 MCLAUGHLIN ROAD	75 MCLAUGHLIN ROAD
85 MCLAUGHLIN ROAD	65 MCLAUGHLIN ROAD
1200 MEYERSIDE DRIVE	1305 MEYERSIDE DRIVE
1329 MEYERSIDE DRIVE	1401 MEYERSIDE DRIVE
20 MILVERTON DRIVE	25 MILVERTONDRIVE
6425-6499 NORTHAM DRIVE	6503 NORTHAM DRIVE
6520 NORTHAM DRIVE	6320 NORTHWEST DRIVE
6350 NORTHWEST DRIVE	6390 NORTHWEST DRIVE
6291 ORDAN DRIVE	6605 ORDAN DRIVE
6615 ORDAN DRIVE	6625 ORDAN DRIVE
7075 ORDAN DRIVE	075-A ORDAN DRIVE
030 ORLANDO DRIVE	135 ORLANDO DRIVE
160 ORLANDO DRIVE	170 ORLANDO DRIVE
3182 ORLANDO DRIVE	3190 ORLANDO DRIVE
3198 ORLANDO DRIVE	3206 ORLANDO DRIVE
3220 ORLANDO DRIVE	3325 ORLANDO DRIVE
6335-6385 SHAWSON DRIVE	7680 TRANMERE ROAD
6141 VIPOND DRIVE	6201 VIPOND DRIVE
6300 VISCOUNT ROAD	6330 VISCOUNT ROAD
6358 VISCOUNT ROAD	6470 VISCOUNT ROAD
6480 VISCOUNT ROAD	6486 VISCOUNT ROAD
6490 VISCOUNT ROAD	6500 VISCOUNT ROAD

FROST, ROBERT

5100 ERIN MILLS PARKWAY

HARRIS, DAIN

5 0 B U R N H A M	T H O R P E R O A D W E S T
265 ENFIELD PLACE	90 BURNHAMTHORPE ROAD WEST
	285 ENFIELD PLACE

HOPPER, PETER

41 MISSISSAUGA VALLEY BLVD.

KASSIM, REHEIM

50 & 90 BURNHAMTHORPE ROAD WEST 265 & 285 ENFIELD PLACE

SCHEDULE 'B' TO BY-LAW

374-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

LACHAPELLE, TREVOR

5100 ERIN MILLS PARKWAY

MARXER, ALOIS

4665 CENTRAL PARKWAY EAST 1270 CENTRAL PARKWAY WEST
1290 CENTRAL PARKWAY WEST 1300 CENTRAL PARKWAY WEST
1240-1250 EGLINTON AVENUE WEST 3355 HURONTARIO STREET
49-54 MATHESON BLVD EAST

MCALLISTER, RICHARD

1375 SOUTHDOWN ROAD (SOUTHDOWN PLAZA)

METSVEE, LEMBIT

2155 BURNHAMTHORPE ROAD WEST
2177 BURNHAMTHORPE ROAD WEST
2199 BURNHAMTHORPE ROAD WEST

NEESON, JOHN F.

2300 SOUTH MILLWAY

OUTRAM, RONALD

2315 BROMSGROVE ROAD	7340 COPENHAGEN ROAD
2189-2219 DUNWIN DRIVE	3350 HORNBEAM CRESCENT
3351 HORNBEAM CRESCENT	3120 KIRWIN AVENUE
830 WESTLOCK ROAD	2755 WINDWOOD DRIVE
2605 WOODCHESTER DRIVE	

PARSON, WILLIAM

5100 ERIN MILLS PARKWAY (ERIN MILLS TOWN CENTRE)

SCHEDULE 'B' TO BY-LAW374-93

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

PILATZKE, DEREK

525 ABILENE DRIVE	6205 AIRPORT ROAD
6299 AIRPORT ROAD	6303 AIRPORT ROAD
6470-6500 AIRPORT ROAD	6655 AIRPORT ROAD
6715 AIRPORT ROAD	6725 AIRPORT ROAD
6767 AIRPORT ROAD	3070 AMERICAN DRIVE
3090 AMERICAN DRIVE	3100 AMERICAN DRIVE
2360 ARGENTIA ROAD	5900 AVEBURY ROAD
5600 CONCROSS COURT	5850 CHEDWORTH WAY
5875 CHEDWORTH WAY	1180-1200 COURTNEY PARK DRIVE
1401 COURTNEY PARK DRIVE	1411 COURTNEY PARK DRIVE
6115 DANVILLE ROAD	6155 DANVILLE ROAD
5880 FALBOURNE STREET	5770 HURONTARIO STREET
5600 KEATON CRESCENT	5675 KEATON CRESCENT
5700 KEATON CRESCENT	800 KEATON CRESCENT
135 KENNEDY ROAD	80 MATHESON BLVD EAST
01 MATHESON BLVD EAST	15 MATHESON BLVD WEST
25 MATHESON BLVD WEST	35 MATHESON BLVD WEST
55 MATHESON BLVD WEST	55 MATHESON BLVD WEST
65 MCLAUGHLIN ROAD	75 MCLAUGHLIN ROAD
85 MCLAUGHLIN ROAD	65 MCLAUGHLIN ROAD
1200 MEYERSIDE DRIVE	1305 MEYERSIDE DRIVE
1329 MEYERSIDE DRIVE	1401 MEYERSIDE DRIVE
20 MILVERTON DRIVE	25 MILVERTON DRIVE
6415-6499 NORTHAM DRIVE	6503 NORTHAM DRIVE
6520 NORTHAM DRIVE	6320 NORTHWEST DRIVE
6350 NORTHWEST DRIVE	6390 NORTHWEST DRIVE
6291 ORDAN DRIVE	6605 ORDAN DRIVE
6615 ORDAN DRIVE	6625 ORDAN DRIVE
7075 ORDAN DRIVE	075-A ORDAN DRIVE
030 ORLANDO DRIVE	135 ORLANDO DRIVE
160 ORLANDO DRIVE	170 ORLANDO DRIVE
3182 ORLANDO DRIVE	3190 ORLANDO DRIVE
3198 ORLANDO DRIVE	3206 ORLANDO DRIVE
3220 ORLANDO DRIVE	3325 ORLANDO DRIVE
6335-6385 SHAWSON DRIVE	7680 TRANMERE ROAD
6141 VIPOND DRIVE	6201 VIPOND DRIVE
6300 VISCOUNT ROAD	6330 VISCOUNT ROAD
6358 VISCOUNT ROAD	6470 VISCOUNT ROAD
6480 VISCOUNT ROAD	6486 VISCOUNT ROAD
6490 VISCOUNT ROAD	6500 VISCOUNT ROAD

RAMSAY, RONALD

41 MISSISSAUGA VALLEY BOULEVARD

SCHEDULE 'B' TO BY-LAW 37493

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

REYNOLDS, ROBERT

525 ABILENE DRIVE	6205 AIRPORT ROAD
6299 AIRPORT ROAD	6303 AIRPORT ROAD
6470-6500 AIRPORT ROAD	6655 AIRPORT ROAD
6715 AIRPORT ROAD	6725 AIRPORT ROAD
6767 AIRPORT ROAD	3070 AMERICAN DRIVE
3090 AMERICAN DRIVE	3100 AMERICAN DRIVE
2360 ARGENTIA ROAD	5900 AVEBURY ROAD
5600 CONCROSS COURT	5850 CHEDWORTH WAY
5875 CHEDWORTH WAY	1180-1200 COURTNEY PARK DRIVE
1401 COURTNEY PARK DRIVE	1411 COURTNEY PARK DRIVE
6115 DANVILLE ROAD	6155 DANVILLE ROAD
5880 FALBOURNE STREET	5770 HURONTARIO STREET
5600 KEATON CRESCENT	5675 KEATON CRESCENT
5700 KEATON CRESCENT	800 KEATON CRESCENT
135 KENNEDY ROAD	80 MATHESON BLVDEAST
01 MATHESON BLVDEAST	15 MATHESON BLVDWEST
25 MATHESON BLVDWEST	35 MATHESON BLVDWEST
55 MATHESON BLVDWEST	55 MATHESON BLVDWEST
65 MCLAUGHLIN ROAD	75 MCLAUGHLIN ROAD
85 MCLAUGHLIN ROAD	65 MCLAUGHLIN ROAD
1200 MEYERSIDE DRIVE	1305 MEYERSIDE DRIVE
1329 MEYERSIDE DRIVE	1401 MEYERSIDE DRIVE
20 MILVERTON DRIVE	25 MILVERTON DRIVE
6415-6499 NORTHAM DRIVE	6503 NORTHAM DRIVE
6520 NORTHAM DRIVE	6320 NORTHWEST DRIVE
6350 NORTHWEST DRIVE	6390 NORTHWEST DRIVE
6291 ORDAN DRIVE	6605 ORDAN DRIVE
6615 ORDAN DRIVE	6625 ORDAN DRIVE
7075 ORDAN DRIVE	075-A ORDAN DRIVE
030 ORLANDO DRIVE	135 ORLANDO DRIVE
160 ORLANDO DRIVE	170 ORLANDO DRIVE
3182 ORLANDO DRIVE	3190 ORLANDO DRIVE
3198 ORLANDO DRIVE	3206 ORLANDO DRIVE
3220 ORLANDO DRIVE	3325 ORLANDO DRIVE
6335-6385 SHAWSON DRIVE	7680 TRANMERE ROAD
6141 VIPOND DRIVE	6201 VIPOND DRIVE
6300 VISCOUNT ROAD	6330 VISCOUNT ROAD
6358 VISCOUNT ROAD	6470 VISCOUNT ROAD
6480 VISCOUNT ROAD	6486 VISCOUNT ROAD
6490 VISCOUNT ROAD	6500 VISCOUNT ROAD

SCHEDULE 'B' TO BY-LAW 37493

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

RODENHIZER, H.

525 ABILENE DRIVE	6205 AIRPORT ROAD
6299 AIRPORT ROAD	6303 AIRPORT ROAD
6470-6500 AIRPORT ROAD	6655 AIRPORT ROAD
6715 AIRPORT ROAD	6725 AIRPORT ROAD
6767 AIRPORT ROAD	3070 AMERICAN DRIVE
3090 AMERICAN DRIVE	3100 AMERICAN DRIVE
2360 ARGENTIAN ROAD	5900 AVEBURY ROAD
5600 CONCROSS COURT	5850 CHEDWORTH WAY
5875 CHEDWORTH WAY	1180-1200 COURTNEY PARK DRIVE
1401 COURTNEY PARK DRIVE	1411 COURTNEY PARK DRIVE
6115 DANVILLE ROAD	6155 DANVILLE ROAD
5880 FALBOURNE STREET	5770 HURONTARIO STREET
5600 KEATON CRESCENT	5675 KEATON CRESCENT
5700 KEATON CRESCENT	800 KEATON CRESCENT
135 KENNEDY ROAD	80 MATHESON BLVD EAST
01 MATHESON BLVD EAST	15 MATHESON BLVD WEST
25 MATHESON BLVD WEST	35 MATHESON BLVD WEST
55 MATHESON BLVD WEST	55 MATHESON BLVD WEST
65 MCLAUGHLIN ROAD	75 MCLAUGHLIN ROAD
85 MCLAUGHLIN ROAD	65 MCLAUGHLIN ROAD
1200 MEYERSIDE DRIVE	1305 MEYERSIDE DRIVE
1329 MEYERSIDE DRIVE	1401 MEYERSIDE DRIVE
20 MILVERTON DRIVE	25 MILVERTON DRIVE
6415-6499 NORTHAM DRIVE	6503 NORTHAM DRIVE
6520 NORTHAM DRIVE	6320 NORTHWEST DRIVE
6350 NORTHWEST DRIVE	6390 NORTHWEST DRIVE
6291 ORDAN DRIVE	6605 ORDAN DRIVE
6615 ORDAN DRIVE	6625 ORDAN DRIVE
7075 ORDAN DRIVE	075-A ORDAN DRIVE
030 ORLANDO DRIVE	135 ORLANDO DRIVE
160 ORLANDO DRIVE	170 ORLANDO DRIVE
3182 ORLANDO DRIVE	3190 ORLANDO DRIVE
3198 ORLANDO DRIVE	3206 ORLANDO DRIVE
3220 ORLANDO DRIVE	3325 ORLANDO DRIVE
6335-6385 SHAWSON DRIVE	7680 TRANMERE ROAD
6141 VIPOND DRIVE	6201 VIPOND DRIVE
6300 VISCOUNT ROAD	6330 VISCOUNT ROAD
6358 VISCOUNT ROAD	6470 VISCOUNT ROAD
6480 VISCOUNT ROAD	6486 VISCOUNT ROAD
6490 VISCOUNT ROAD	6500 VISCOUNT ROAD

SASITHARAN, MANICAVASA

2155 BURNHAMTHORPE ROAD WEST
2177 BURNHAMTHORPE ROAD WEST
2199 BURNHAMTHORPE ROAD WEST

SCANZANO, DARIN

2091 HURONTARIO STREET

SIMPSON, JAMES

4020 BRANDON GATE DRIVE 7707 DARCEL AVENUE

SHMUIR, ROGER

5100 ERIN MILLS PARKWAY (ERIN MILLS TOWN CENTRE)

STRAZZERI, S.

3070 AMERICAN DRIVE
3100 AMERICAN DRIVE
5900 AVEBURY ROAD
5875 CHEDWORTH WAY

1 1 8 0 - 1 2 0 0 C O U R T N E Y P A R K D R I V E

1411 COURTNEY PARK DRIVE
6155 DANVILLE ROAD
5770 HURONTARIO STREET
5675 KEATON CRESCENT
5800 KEATON CRESCENT
280 MATHESON BLVDEAST
115 MATHESON BLVDWEST
135 MATHESON BLVDWEST
255 MATHESON BLVDWEST
5675 MCLAUGHLIN ROAD
5865 MCLAUGHLIN ROAD
1200 MEYERSIDE DRIVE
1329 MEYERSIDE DRIVE
25 MILVERTON DRIVE
6 5 0 3 N O R T H A M

6320 NORTHWEST DRIVE
3160-3220 ORLANDO DRIVE
6615 ORDAN DRIVE
3030 ORLANDO DRIVE
3160 ORLANDO DRIVE
3182 ORLANDO DRIVE
3198 ORLANDO DRIVE
3220 ORLANDO DRIVE
6350 NORTHWEST DRIVE
7075 ORDAN DRIVE
1240-1250 ORMONT DRIVE
7680 TRANMERE ROAD
6201 VIPOND DRIVE
6330-6358 VISCOUNT ROAD
6480 VISCOUNT ROAD
6490 VISCOUNT ROAD

3090 AMERICAN DRIVE
2360 ARGENTIAN ROAD
5850 CHEDWORTH WAY
5600 CONCROSS COURT

1401 COURTNEY PARK DRIVE

6115 DANVILLE ROAD
5880 FALBOURNE STREET
5600 KEATON CRESCENT
5700 KEATON CRESCENT
6135 KENNEDY ROAD
301 MATHESON BLVDEAST
125 MATHESON BLVDWEST
155 MATHESON BLVDWEST
5665 MCLAUGHLIN ROAD
5685 MCLAUGHLIN ROAD
1401 MEYERSIDE DRIVE
1305 MEYERSIDE DRIVE
20 MILVERTON DRIVE
6415-6499 NORTHAM DRIVE
D R I V E (N O R T H A M M A L L)
6520 NORTHAM DRIVE
6390 NORTHWEST DRIVE
6605 ORDAN DRIVE
6625 ORDAN DRIVE
3135 ORLANDO DRIVE
3170 ORLANDO DRIVE
3190 ORLANDO DRIVE
3206 ORLANDO DRIVE
3325 ORLANDO DRIVE
6291 ORDAN DRIVE
7075-A ORDAN DRIVE
6335-6385 SHAWSON DRIVE
6141 VIPOND DRIVE
6300 VISCOUNT ROAD
6470 VISCOUNT ROAD
6486 VISCOUNT ROAD
6500 VISCOUNT ROAD

SCHEDULE 'B' TO BY-LAW37493

PRIVATE INDIVIDUALS RESPONSIBLE FOR THE FOLLOWING:
TRAFFIC BY-LAW 444-79 (as amended)
FIRE ROUTE BY-LAW 1036-81 (as amended)

TREMBLAY, CLAUDE

525 ABILENE DRIVE	6205 AIRPORT ROAD
6299 AIRPORT ROAD	6303 AIRPORT ROAD
6470-6500 AIRPORT ROAD	6655 AIRPORT ROAD
6715 AIRPORT ROAD	6725 AIRPORT ROAD
6767 AIRPORT ROAD	3070 AMERICAN DRIVE
3090 AMERICAN DRIVE	3100 AMERICAN DRIVE
2360 ARGENTIA ROAD	5900 AVEBURY ROAD
5600 CONCROSS COURT	5850 CHEDWORTH WAY
5875 CHEDWORTH WAY	1180-1200 COURTNEYPARK DRIVE
1401 COURTNEY PARK DRIVE	1411 COURTNEY PARK DRIVE
6115 DANVILLE ROAD	6155 DANVILLE ROAD
5880 FALBOURNE STREET	5770 HURONTARIO STREET
5600 KEATON CRESCENT	5675 KEATON CRESCENT
5700 KEATON CRESCENT	800 KEATON CRESCENT
135 KENNEDY ROAD	80 MATHESON BLVD EAST
01 MATHESON BLVD EAST	15 MATHESON BLVD WEST
25 MATHESON BLVD WEST	35 MATHESON BLVD WEST
55 MATHESON BLVD WEST	55 MATHESON BLVD WEST
65 MCLAUGHLIN ROAD	75 MCLAUGHLIN ROAD
85 MCLAUGHLIN ROAD	65 MCLAUGHLIN ROAD
1200 MEYERSIDE DRIVE	1305 MEYERSIDE DRIVE
1329 MEYERSIDE DRIVE	1401 MEYERSIDE DRIVE
20 MILVERTON DRIVE	25 MILVERTON DRIVE
6415-6499 NORTHAM DRIVE	6503 NORTHAM DRIVE
6520 NORTHAM DRIVE	6320 NORTHWEST DRIVE
6350 NORTHWEST DRIVE	6390 NORTHWEST DRIVE
6291 ORDAN DRIVE	6605 ORDAN DRIVE
6615 ORDAN DRIVE	6625 ORDAN DRIVE
7075 ORDAN DRIVE	075-A ORDAN DRIVE
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3182 ORLANDO DRIVE	3190 ORLANDO DRIVE
3198 ORLANDO DRIVE	3206 ORLANDO DRIVE
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6335-6385 SHAWSON DRIVE	7680 TRANMERE ROAD
6141 VIPOND DRIVE	6201 VIPOND DRIVE
6300 VISCOUNT ROAD	6330 VISCOUNT ROAD
6358 VISCOUNT ROAD	6470 VISCOUNT ROAD
6480 VISCOUNT ROAD	6486 VISCOUNT ROAD
6490 VISCOUNT ROAD	6500 VISCOUNT ROAD

WETZSTEIN, VALENTIN

3650 KANEFF CRESCENT



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 375-92

A By-Law to establish certain lands as part of the municipal highway system.

WHEREAS The Corporation of the City of Mississauga has acquired the lands described in Schedule 'A' attached hereto;

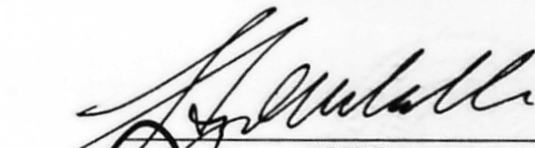
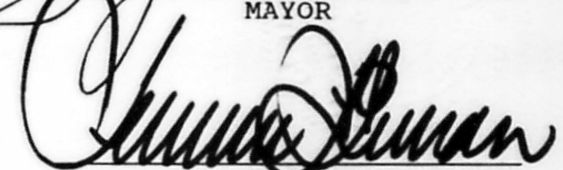
AND WHEREAS The Corporation of the City of Mississauga desires to establish the lands described in Schedule 'A' attached hereto as part of the municipal highway system of the City of Mississauga.

NOW THEREFORE the Council of The Corporation of the City of Mississauga, pursuant to Clause (a) of subsection 1 of Section 297 of The Municipal Act, R.S.O. 1990, Chapter M.45, as amended, ENACTS as follows:

1. THAT the lands described in Schedule 'A' attached hereto and forming part of this by-law are hereby established as public highway and part of the municipal highway system of the City of Mississauga, to be known as Kennedy Road.

ENACTED and PASSED this 18th day of August, 1993.

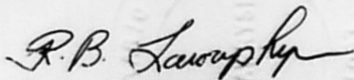
PROVED	
TO FORM	
IN EXECUTION	
City Solicitor	
MISSISSAUGA	
MTB	
Date	93 08 13


MAYOR

CLERK

SCHEDULE A TO BY-LAW 378-93

Description: Part of Block 24 (0.30 Reserve)
Registered Plan 43M-453
(to be established as part of Kennedy Road)

In the City of Mississauga, Regional Municipality of Peel,
Province of Ontario and being composed of that part of Block
24 (0.30 Reserve) in accordance with a plan of subdivision
registered in the Land Registry Office for the Land Titles
Division of Peel (No. 43) as Plan 43M-453, designated as Part
12 on a plan of survey deposited in the said Registry Office
as Plan 43R-19888.


R.B. Lawryshyn
Ontario Land Surveyor

August 4, 1993

RBL/lis



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 376-93

A by-law to amend By-law 214-93, being a By-law to appoint members to the Board of Management for the Clarkson Business Improvement District.

WHEREAS, pursuant to Section 220 of The Municipal Act, R.S.O. 1990, M.45, a Council may pass by-laws to establish a Board of Management for a Business Improvement District for a term of office concurrent with that of the Council so establishing;

AND WHEREAS such a by-law was passed by The Corporation of the City of Mississauga on the 12th day of May 1993;

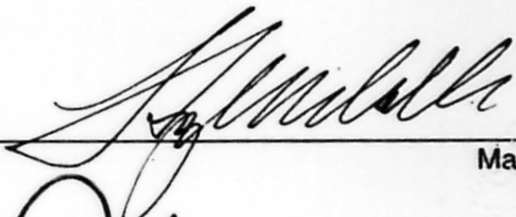
AND WHEREAS the Clarkson Business Improvement Association has advised through a letter dated July 23, 1993, of the resignation of Lisa Staton from its Board of Management;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That By-law 214-93 be amended by deleting the name Lisa Staton therefrom.

ENACTED AND PASSED this 18th day of August 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	08	13



Mayor



Clerk

CCC

Clarkson Village Centre

c/o COUNTRYWIDE PREFERRED PROPERTIES INC.
1680 Lakeshore Rd. W., Mississauga L5J 1J5

July 23, 1993

CLARKSON



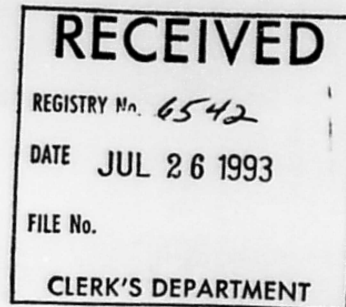
VILLAGE

SETTLED 1808

Linda Mailer, Council Coordinator
Corporate Services Department
Office of the City Clerk
City of Mississauga
300 City Centre Drive
Mississauga, Ontario
L5B 3C1

Dear Ms. Mailer:

Re: By-Law 214-93
Board of Management



As Lisa Staton is no longer operating a business in the Clarkson BIA area and as per her attached letter of resignation from the BIA, please remove her from the Executive Council of the Clarkson Business Improvement Association.

At present, we do not feel the need to elect another member, so are continuing with the balance of the executive as it stands.

Yours very truly,

CLARKSON BUSINESS IMPROVEMENT ASSOCIATION

Pat Melhuish (Mrs.)
Chairperson

/sar

c.c Pat Mullin, Councillor

Lisa Staton,
657 Cedar Ave.,
Burlington,, Ontario L7T 3Z3

July 13, 1993

Mrs. Pat Melhuish
Chairperson
Clarkson Business Improvement Association
Clarkson, Ontario

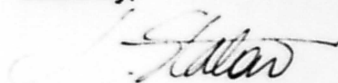
Dear Pat,

Please accept my resignation as Promotions Director of the Board of Directors of the
Clarkson Business Improvement Association., effective as of today.

I would appreciate if you would express my thanks to the other members of the Board for
their support and encouragement over the last year and a half.

I will still be in Clarkson off and on and look forward to seeing you.

Sincerely,



Lisa Staton



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **317-93**

**A By-law to authorize the execution of a
Management and Operation Contract**

WHEREAS The Corporation of the City of Mississauga is the owner of certain real property municipally known as 41 Tannery Street, in the City of Mississauga, in the Regional Municipality of Peel;

AND WHEREAS Mississauga Theatre Alliance Inc, is desirous of operating and managing these premises for a term of five (5) years for a nominal consideration of One (\$1.00) dollar subject to the terms and conditions as set out in the Management and Operation Contract;

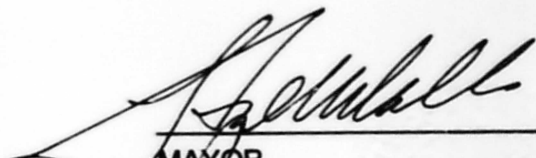
AND WHEREAS The Corporation of the City of Mississauga is agreeable to entering into the Maintenance and Operation Contract.

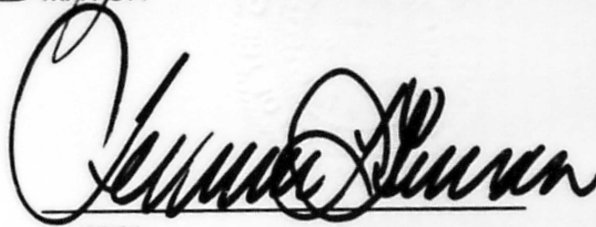
NOW THEREFORE the Council of The Corporation of the City of Mississauga enacts as follows:

1. THAT the Management and Operation Contract between The Corporation of the City of Mississauga and Mississauga Theatre Alliance Inc, be executed on behalf of The Corporation of the City of Mississauga by the Mayor and Clerk and the Corporate Seal be affixed thereto forthwith after the approval of the Social Contract by the Office of the City Solicitor.

ENACTED and PASSED THIS *18th* day of *August*, 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	07	21


MAYOR


CLERK

MANAGEMENT AND OPERATION CONTRACT

THIS AGREEMENT made as of the day of , one thousand nine hundred and ninety-three.

B E T W E E N:

**THE CORPORATION OF THE CITY
OF MISSISSAUGA**

hereinafter called the "City"

OF THE FIRST PART

- and -

MISSISSAUGA THEATRE ALLIANCE

hereinafter called "Theatre Alliance"

OF THE SECOND PART

WHEREAS the City is the registered owner of property known municipally as 41 Tannery Street, hereinafter called "the Premises";

AND WHEREAS Theatre Alliance is desirous of operating and managing the Premises and using them as a theatre workshop designated for set building and storage as well as for educational purposes such as tours and workshops for school groups together with such other uses as may be reasonably ancillary thereto.

NOW THEREFORE WITNESSETH in consideration of the sum of One (\$1.00) Dollar receipt of which is hereby acknowledged and of the mutual covenants and agreements hereinafter contained the City grants unto Theatre Alliance the right to occupy, operate and manage the Premises, more particularly described as Part of Lot 27, Plan STR-4, in the City of Mississauga, in the Regional Municipality of Peel and being municipally known as 41 Tannery Street, for those purposes and uses described in the foregoing recital.

1. **OCCUPANCY OF PREMISE**

- (a) Notwithstanding anything herein contained, Theatre Alliance is not and shall not be a tenant of the City. The occupancy of the Premises is limited to the occupancy necessary in order to provide the services under this Contract. Theatre Alliance shall not apply any locks to or change the locks of or on any part of the Premises or the equipment belonging to the City located therein.
- (b) The City agrees that it will give to Theatre Alliance forty-eight (48) hours prior notice when it wishes to enter on the Premises except in the event of an emergency as determined in the discretion of the City in which case the City may enter without notice.

2. **IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO THE PREMISES**

- (a) Prior to the commencement of the term of this Contract and occupancy of the Premises by Theatre Alliance the City shall complete the improvements necessary to convert the facility so that it may be used by the Theatre Alliance for its purposes and to bring the Premises into compliance with all Provincial and Municipal statutes, regulations, by-laws and standards.
- (b) Theatre Alliance shall be permitted to make and shall be responsible for such alterations and/or improvements to the Premises as may be specifically required by them such as construction of shelving, storage lockers, work benches and other such items which are to be affixed to the Premises provided any alterations or improvements receive the prior written consent of the City's Director of Facilities and Property Management, which consent shall not be arbitrarily and/or unreasonably withheld. Theatre Alliance's request for such consent shall be in writing and shall be accompanied by an adequate description of the contemplated work, and where appropriate, working drawings. The City's Director of Facilities and Property Management may require that any or all work to be done hereunder be done by the City's contractors or workmen or by contractors or workmen engaged by Theatre Alliance but first approved in writing by the City, and all such work shall be subject to inspection by and the reasonable supervision of the City and shall be performed in accordance with all laws and conditions of the City and completed in a good and workmanlike manner and with reasonable diligence in accordance with the description of the work approved by the City. Theatre Alliance shall obtain all necessary permits at its own expense. All work to be done or materials to be supplied hereunder shall be at the sole cost of Theatre Alliance, unless prior arrangements are made for participation in the cost by the City.
- (c) Theatre Alliance also agrees, as a term of this contract, to arrange for an exterior wall mural to be painted or otherwise applied to the building at such place as the City, through its Director of Facilities and Property Management, shall determine. All aspects of the construction and emplacement of the mural, including but not limited to design, colour and material, shall be the responsibility of the Theatre Alliance, provided that no construction shall be commenced without the prior approval in writing of the design, placement, colour and materials, by the Director of Facilities and Property Management of the City. All costs in connection with the mural are to be the responsibility of the Theatre Alliance.
- (d) Theatre Alliance shall promptly pay all charges incurred by it for any work, materials or services that may be done, supplied or performed in respect of the Premises. Theatre Alliance will not create any liens, mortgage or other encumbrance in respect of any improvements or permit any such encumbrance to attach to the Premises.

3. **TERM**

The term of this Contract shall run for a period of five (5) years from and including the 1st day of August, 1993 to and including the 31st day of July, 1998.

4. **CITY'S OBLIGATION TO MAINTAIN AND REPAIR**

The City will, subject to the responsibilities of Theatre Alliance, be responsible for all repairs of a major or structural nature. The City will perform all grounds maintenance on the Premises including grass cutting and snow removal so as to maintain the Premises in accordance with City standards for facilities of this nature.

5. **THEATRE ALLIANCE'S OBLIGATION TO MAINTAIN AND REPAIR**

Theatre Alliance will, subject to the responsibilities of the City, perform all day-to-day maintenance of the Premises, including, without limiting the generality of the foregoing, routine janitorial duties, garbage removal and minor maintenance and repair to the premises and equipment.

6. **ENTRY AND INSPECTION BY CITY**

- (a) The City may at any time enter the Premises to examine the condition thereof, and if cleaning, maintenance or repairs as provided for herein are required, Theatre Alliance shall upon reasonable notice promptly do the necessary work. In the event that the Premises are not cleaned, maintained or repaired to an adequate standard, which the City shall determine, in its sole discretion, exercised reasonably, the City may perform any cleaning, maintenance or repair required and Theatre Alliance shall forthwith reimburse the City for the cost thereof. Theatre Alliance agrees that in carrying out the aforesaid, which shall be done as expeditiously as possible, the City shall not be liable for any interference with the use and enjoyment of the Premises or for any interruption or suspension of the supply of electricity, water or other utilities or services.
- (b) The City agrees that it will give to Theatre Alliance forty-eight (48) hours prior notice when it wishes to enter on the Premises, except in the event of an emergency as determined in the discretion of the City, in which case the City may enter without notice.

7. **UTILITIES**

Theatre Alliance shall pay all charges for electricity, gas, water, sewage, and for telephone service supplied to the Premises.

8. **THEATRE ALLIANCE'S USE OF FACILITY**

- (a) Theatre Alliance agrees that it will not use the Premises nor allow the Premises to be used for any purpose other than for those uses and purposes described in the second recital on page 1 of this Contract or ancillary or related thereto unless it applies for and receives the prior written consent for such use from the City's Director of Facilities and Property Management.
- (b) Theatre Alliance shall not commit or permit any waste, damage or injury to the Premises or the building or the fixtures and improvements therein.

9. **COMPLIANCE WITH LAW**

Theatre Alliance shall comply promptly at its own expense with all Federal, Provincial,

Municipal laws, by-laws, regulations and requirements which may be applicable to it or to the manner of use, occupation and operation of the Premises.

10. **TAXES**

Theatre Alliance shall be solely responsible for the payment of all income, sales and business taxes which may be assessed or levied against the Premises. Theatre Alliance shall reimburse, indemnify and save harmless the City of and from any liability for taxes of any kind which occurs as a result of this Contract or anything done in the performance of it.

11. **AFFILIATION WITH CITY**

It shall be a term of this Contract that Theatre Alliance maintain its affiliated status with the Community Services Department and comply at all times with the requirements of the City in this regard which requirements shall include but shall not be limited to periodic submission of any changes to its list of members of the Board of Directors to the City for its approval.

12. **INSURANCE**

- (a) Theatre Alliance shall maintain in force during the term of this Contract at its expense and subject to the provisions of paragraph 12(b), (c) and (d)
 - (i) comprehensive general liability insurance in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence which policy shall include the City as an additional named insured endorsed on the policy and shall contain clauses waiving subrogation against the insureds, their employees, elected officials and volunteers and providing for cross liability as between the insureds and for the severability of their interests and shall not be cancelled without 60 days notice in writing to the named insureds;
 - (ii) tenant's or occupier's liability insurance in an amount not less than Two Million (\$2,000,000.00) Dollars;
 - (iii) insurance coverage in an amount sufficient to cover the cost of replacement of all alterations, decorations including but not limited to wall paper, painting, floor coverings and carpet, fixtures including but not limited to light fixtures, additions and other improvements which shall from time to time be made to the Premises or brought on to the Premises by Theatre Alliance, its employees, officers, directors, agents, contractors and volunteers.
- (b) It is understood and agreed that so long as Theatre Alliance is an affiliated group and provided that there is no change in the policy with respect to affiliated groups or in the application of the City's insurance coverage thereto, Theatre Alliance will have available to it the benefit of certain insurance coverage and in particular shall be included in the coverage provided under the comprehensive general liability insurance in the amount of Two Million (\$2,000,000.00) Dollars per occurrence. This does not however remove Theatre Alliance's responsibility and obligation to ensure that the coverage as

required in paragraph 12(a) is in place at all times and to satisfy itself through consultation with its own insurance advisors that it has satisfactory insurance to provide for any and all matters which a prudent operator of such a facility would arrange under the circumstances as they may exist from time to time.

- (c) The City and Theatre Alliance each undertake to provide to the other ninety (90) days notice of any change in circumstances or conditions which would in any way affect the insurance coverage with respect to the building, the contents, or public liability insurance or the application and availability of the said coverage.
- (d) Theatre Alliance shall provide copies of all policies to the City and shall provide renewal certificates of all such policies on or before the expiration date endorsed upon each of the policies during the term of the Contract.

13. **REMOVAL OF CHATTELS**

Theatre Alliance may remove its chattels at any time from the Premises, without prior consent or approval of the City and may remove its fixtures or improvements with prior consent of the City.

14. **GENERAL INDEMNITY**

Theatre Alliance shall indemnify and hold harmless the City and its employees, officers and elected officials from and against any and all claims, demands, actions, causes of action, other proceedings, liability for damages, costs and expenses, including legal fees, arising out of or incidental to any property damage or personal injury, including personal injury causing death and psychological trauma, suffered by any person, resulting directly or indirectly in whole or in part from any willful or negligent act or omission of Theatre Alliance, its employees, officers, directors, agents, contractors and volunteers except to the extent that such damage or personal injury results from or is contributed to either directly or indirectly by the negligence of the City, its employees, officers, agents and/or elected officials.

15. **DEFAULT**

- (a) If Theatre Alliance defaults in the performance of any of the services, terms and provisions under this Contract, the City shall have the right, upon 60 days written notice to Theatre Alliance to do any or all of the following:
 - (i) terminate this Contract.
 - (ii) cause the default to be remedied or corrected and any costs or expenses incurred by the City in so doing shall be reimbursed to the City by Theatre Alliance forthwith upon demand.
- (b) Notwithstanding anything contained herein to the contrary, Theatre Alliance shall be deemed not to be in default unless it has failed to remedy or has failed to take reasonable steps to remedy any alleged breach within 15 days of receipt of written notice from the City alleging such breach.

16. **ASSIGNMENT**

This Contract shall not be assigned by Theatre Alliance without the prior express written consent of the City. Subject to the foregoing, the terms of this Contract shall be binding upon and enure to the benefit of the parties hereto, their successors and permitted assigns.

17. **AUTHORIZED COMMUNICATION**

Any communication, notice, demand or invoice to be communicated to Theatre Alliance by the City under this Contract shall be made in writing and evidenced by the signature of the Director of Facilities and Property Management or his delegate in writing from time to time and any such communication, notice, demand or invoice authorized as aforesaid shall be conclusively deemed to constitute the corporate act or will of the City and Theatre Alliance shall not demand evidence of any by-law or resolution or any other proof of the authority thereof.

18. **NOTICE**

Whenever this Contract requires or permits the giving of any communication, notice, demand or invoice by one party to the other, it may be given either by personal delivery to an officer of the other party or it may be given by prepaid registered mail addressed as follows:

TO THEATRE ALLIANCE:
Mississauga Theatre Alliance
c/o Meadowvale Theatre
6315 Montevideo Road
Mississauga, Ontario, L5N 4G7

Attention: The President

TO THE CITY:
The Corporation of the City of Mississauga
300 City Centre Drive
Mississauga, Ontario
L5B 3C1

Attention: Director of Facilities and Property Management
or to such other addresses as each party may advise the other by notice in writing. Notice given by prepaid registered mail shall be deemed to have been given and effective as of the 5th day following the date of mailing provided that the postal services have not been interrupted in which case notice shall be given by personal delivery as aforesaid. It is agreed that any notice to be given by the City may be under the signature of the Director of Facilities and Property Management need not be under the corporate seal, and any such notice, so signed, shall conclusively be deemed to express the will and corporate act of the City as therein contained and no further evidence thereof or of any by-law or resolution of the City need be given.

19. **NON-WAIVER OF BREACH**

Any condoning, excusing or overlooking by either party of any default, breach or non-observance by the other at any time or times in respect of any covenant, agreement or condition herein contained shall not affect in any way that party's rights in respect of any subsequent default, breach or non-observance.

20. **ENTIRE CONTRACT**

There are no covenants, representations, warranties, agreements or conditions express or implied relating to this Contract or the Premises except as expressly set out in the Contract. This Contract may not be modified except by an agreement in writing executed by the City and Theatre Alliance.

21. **SEVERABILITY**

If any provision of this Contract is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions, which shall remain in force and be binding upon the City and Theatre Alliance.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

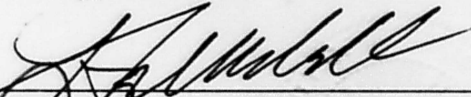
SIGNED, SEALED AND DELIVERED
of the presence

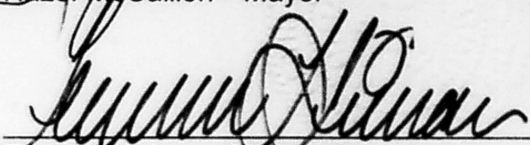
APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
MTA		
Date	93	11 18

Document Execution
Authorized by
City of Mississauga

377-93

**THE CORPORATION OF THE CITY
OF MISSISSAUGA**


Hazel McCallion - Mayor


Terence Julian - Clerk

MISSISSAUGA THEATRE ALLIANCE


Name: DERK STEENBLUK
Office: PRESIDENT
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Name:
Office:

Memorandum

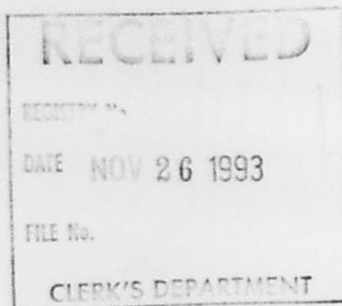


TO: T. Julian - Office of the City Clerk

FROM: Mary Brennan - Office of the City Solicitor

DATE: November 25, 1993

RE: Tannery Street
Mississauga Theatre Alliance
Management Agreement
File No. PO.13.TAN



Attached in quadruplicate for execution by the Mayor and yourself is a Management and Operation Contract between The Corporation of the City of Mississauga and Mississauga Theatre Alliance.

The Agreement may be executed pursuant to the authority in By-law 377-93, a copy of which is enclosed.

Thank you for your assistance.

Mary Brennan
Barrister and Solicitor
(905) 896-5396
MB:dab



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 317-93

A By-law to authorize the execution of a
Management and Operation Contract

WHEREAS The Corporation of the City of Mississauga is the owner of certain real property municipally known as 41 Tannery Street, in the City of Mississauga, in the Regional Municipality of Peel;

AND WHEREAS Mississauga Theatre Alliance Inc, is desirous of operating and managing these premises for a term of five (5) years for a nominal consideration of One (\$1.00) dollar subject to the terms and conditions as set out in the Management and Operation Contract;

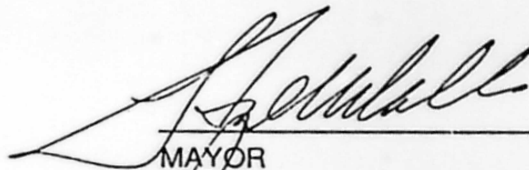
AND WHEREAS The Corporation of the City of Mississauga is agreeable to entering into the Maintenance and Operation Contract.

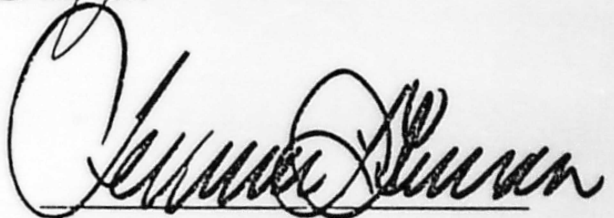
NOW THEREFORE the Council of The Corporation of the City of Mississauga enacts as follows:

1. THAT the Management and Operation Contract between The Corporation of the City of Mississauga and Mississauga Theatre Alliance Inc, be executed on behalf of The Corporation of the City of Mississauga by the Mayor and Clerk and the Corporate Seal be affixed thereto forthwith after the approval of the Social Contract by the Office of the City Solicitor.

ENACTED and PASSED THIS 18th day of August, 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTR			
Date	93	07	31


MAYOR


CLERK

day of July, 1993; and

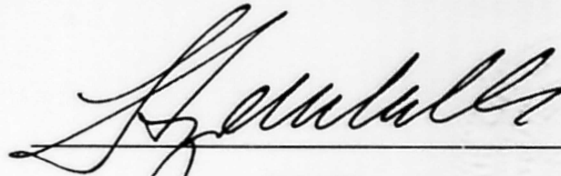
WHEREAS the said By-law #364-93 wording was found to be in error that resulted in the by-law not having the intended effect; and

WHEREAS it is deemed expedient to repeal and replace the said by-law;

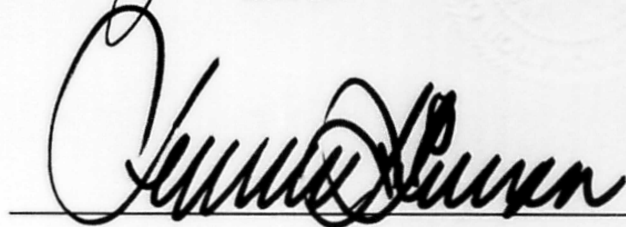
NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

- (1) That by-law #364-93, being a by-law to re-allocate sums to the unallocated balance of Facilities Repairs and Renovations Reserve Fund from specifically allocated accounts for various capital projects in the City of Mississauga is hereby repealed.

ENACTED AND PASSED this *18th* day of *August*, 1993.



MAYOR



CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **379-93**

A By-law to re-allocate sums to the unallocated balance of the Facilities Repairs and Renovations Reserve Fund from specifically allocated accounts for various capital projects in the City of Mississauga.

WHEREAS By-Law 168-89, passed on the 13th day of March, 1989, established a Facilities Repairs and Renovations Reserve Fund whereby money allocated to it by Council is set aside in trust to provide funds for repairs and renovations to City facilities; and

WHEREAS City Council allocated specifically by By-Law certain sums of money for certain projects as outlined in Schedule "A"; and

WHEREAS the projects outlined in Schedule "A" have been cancelled; and

WHEREAS City Council now desires to re-allocate certain portions of the aforementioned allocated reserves back to the Unallocated Balances of the Facilities Repairs and Renovations Reserve Fund;

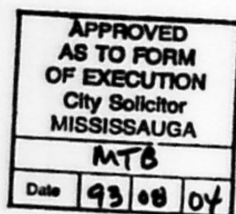
NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

- (1) That the sum of \$35,000 be re-allocated to the unallocated balance of the Facilities Repairs and Renovations Reserve Fund from the projects previously approved and outlined in Schedule "A" attached hereto.

ENACTED AND PASSED this *18th* day of *August*, 1993.

MAYOR

CLERK



SCHEDULE "A" TO BY-LAW NUMBER 379-93

REALLOCATIONS WITHIN THE FACILITIES REPAIRS & RENOVATIONS
RESERVE FUND

PROJECTS TO BE CANCELLED

Project Name

Amount

Fire:

1. Building Repairs

(\$35,000)



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **380-93**

A by-law to amend By-law 61-92
being a by-law to appoint members to
the Appeal Committee

WHEREAS the City of Mississauga by By-law 61-92 has established a Committee of Council known as the Appeal Committee;

AND WHEREAS it is deemed desirable to appoint members of Council as members of the Appeal Committee for and during the months of September, October, and November 1993;

NOW THEREFORE the Council of the Corporation of the City of Mississauga ENACTS as follows:

1. The following members of Council are hereby appointed as members of the Appeal Committee for and during the month of September 1993:

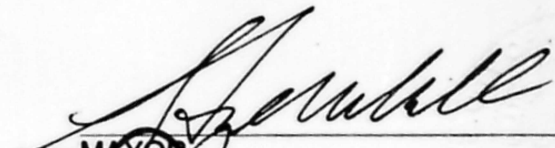
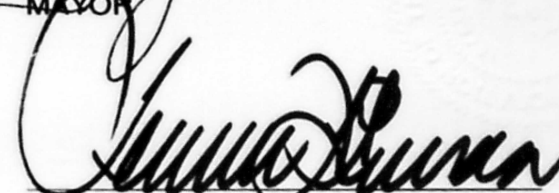
Councillor K. Mahoney	Councillor P. Mullin
Councillor P. Saito	Councillor M. Prentice
Councillor H. Kennedy	
2. The following members of Council are hereby appointed as members of the Appeal Committee for and during the month of October 1993:

Councillor F. Dale	Councillor N. Iannicca
Councillor F. McKechnie	Councillor K. Mahoney
Councillor D. Culham	
3. The following members of Council are hereby appointed as members of the Appeal Committee for and during the month of November 1993:

Councillor P. Saito	Councillor M. Prentice
Councillor H. Kennedy	Councillor F. Dale
Councillor P. Mullin	

ENACTED AND PASSED this 18th day of August, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MTB	
Date	93 08 13


MAYOR

CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

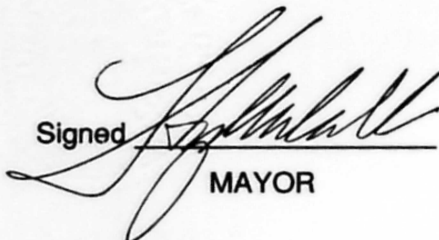
BY-LAW NUMBER 381-93

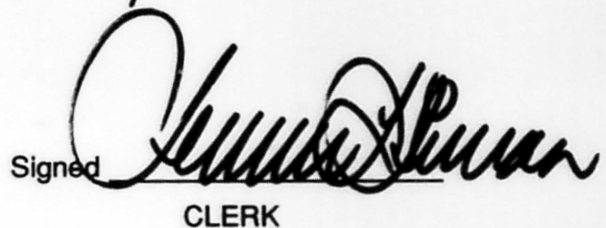
A By-law to Adopt Official Plan Amendment No. 212.

THE COUNCIL of the Corporation of the City of Mississauga, in accordance with the provisions of the Planning Act, R.S.O. 1990, c.P.13, and the Regional Municipalities Act, R.S.O. 1990, c.R.8, hereby enacts as follows:

1. The attached text, constituting Amendment No. 212 to the Official Plan, specifically the Official (Primary) Plan of the City of Mississauga Planning Area, is hereby adopted.
2. That the Clerk is hereby authorized and directed to make application to the Ministry of Municipal Affairs for approval of the aforementioned Amendment No. 212 to the Official Plan, specifically the Official (Primary) Plan of the City of Mississauga Planning Area.

ENACTED and PASSED this 18th day of August 1993.

Signed 
MAYOR

Signed 
CLERK

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
mjs		
Date	93	08 13

SEAL OF THE CORPORATION

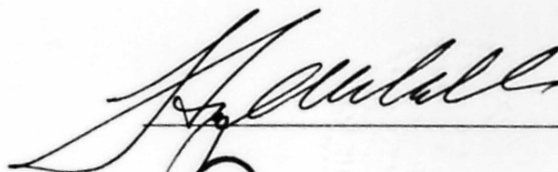
P.13, does not apply to the lands that are described as follows:

Part of Block 111, Registered Plan 43M-1046,
designated as Parts 1 to 23, inclusive, Reference Plan 43R-19896, in
the City of Mississauga, Regional Municipality of Peel.

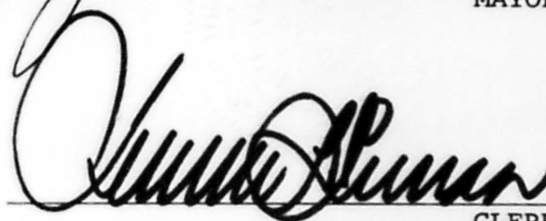
2. This By-law shall not become effective until it has
been approved by the Regional Municipality of Peel and a certified
copy or duplicate of the By-law has been registered in the proper
land registry office.

ENACTED AND PASSED THIS *18th* DAY OF *August*, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	08	17



MAYOR



CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

383-93

A By-law to remove certain lands
from part-lot control.

THE COUNCIL of The Corporation of the City of
Mississauga, pursuant to subsection 50(7) of the Planning Act, R.S.O.
1990, c. P.13, ENACTS as follows:

1. Subsection 50(5) of the Planning Act, R.S.O. 1990, c.
P.13, does not apply to the lands that are described as follows:

Part of Lots 12, 13 and 14, Registered Plan E-23,
designated as Parts 1 to 3, inclusive, Reference Plan 43R-19965 in
the City of Mississauga, Regional Municipality of Peel.

2. This By-law shall not become effective until it has
been approved by the Regional Municipality of Peel and a certified
copy or duplicate of the By-law has been registered in the proper
land registry office.

ENACTED AND PASSED THIS *18th* DAY OF *August*, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MIB			
Date	43	08	13

MAYOR

CLERK

ENACTED and PASSED this *18th* day of *August*

1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTB			
Date	93	08	13

[Signature]
MAYOR

[Signature]
CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **385-93**

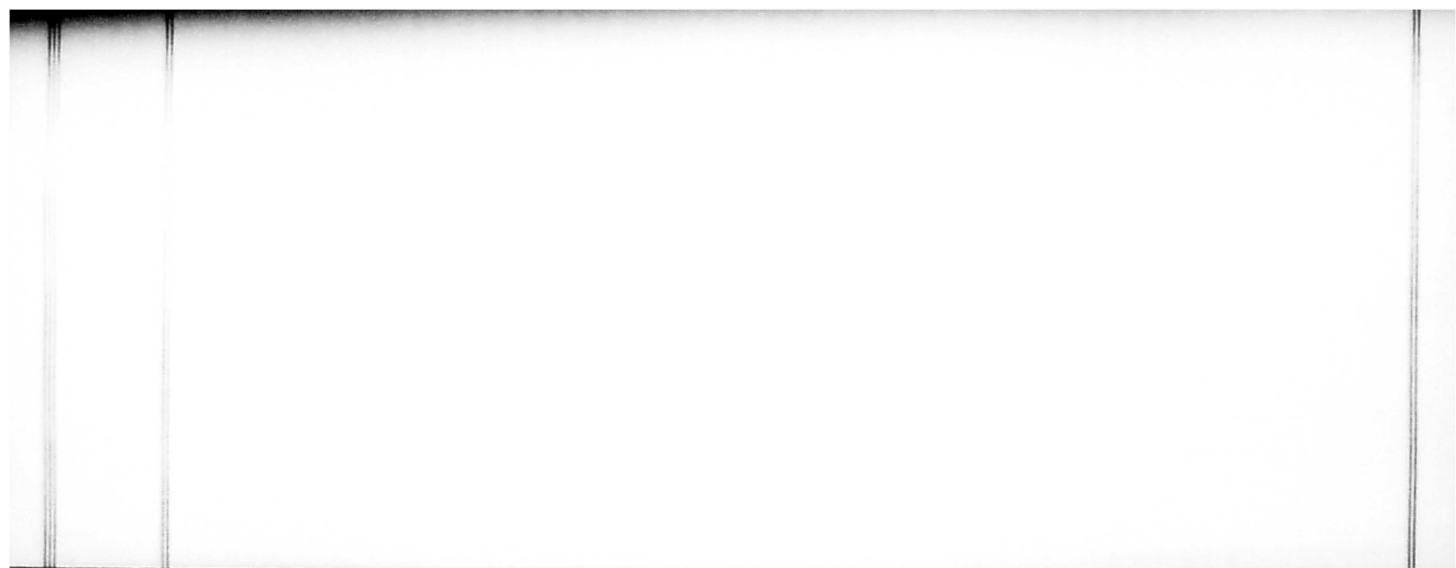
A By-law to amend By-law Number 5500, as amended.

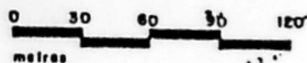
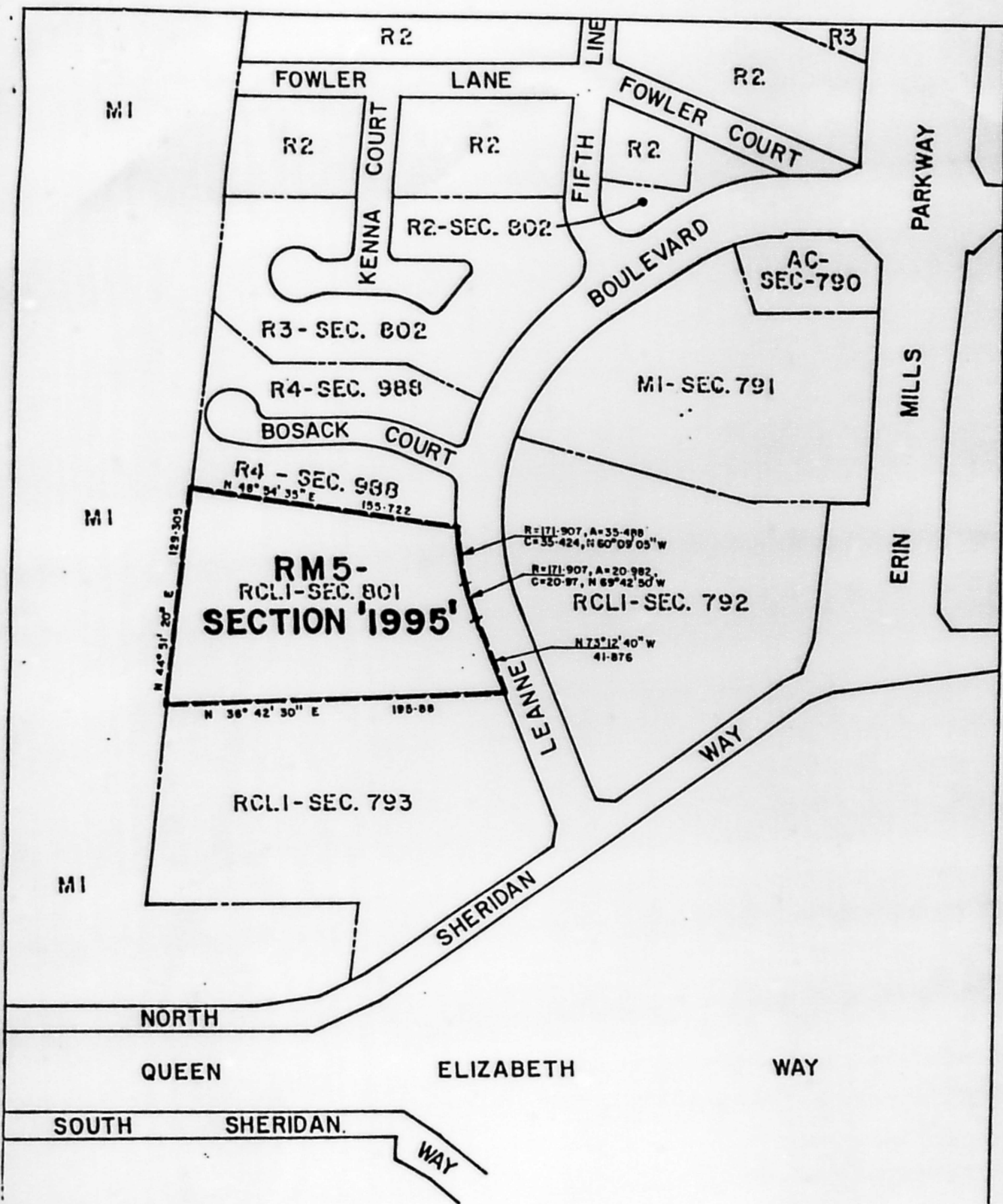
THE COUNCIL of The Corporation of the City of Mississauga, pursuant to section 34 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. By-law Number 5500, as amended, being a City of Mississauga Zoning By-law, (former Town of Mississauga), is further amended by deleting section 801.
2. By-law Number 5500, as amended, is further amended by adding the following section:

1995. Notwithstanding their "RM5" zoning, the lands delineated as
(SPA) "RM5 - Section 1995" on Schedule "B" of this By-law shall only be used for the erection of row dwellings in compliance with the "RM5" zone provisions contained in this By-law, except that:

- (1) the provisions of subsection 44(4), (5), (6), (7), (10), (11) and (12), clauses 44(17)(d) and (e), and subsections 44(23), of this By-law shall not apply;
- (2) the total number of dwelling units constructed shall not exceed 98;
- (3) the minimum lot area per dwelling unit shall not be less than 190 m²;
- (4) the "Gross Floor Area" of all buildings and structures shall not exceed 0.60 times the lot area;
- (5) the "Minimum Open Space" shall not be less than 40% of the lot area;
- (6) the front, rear and side yards shall have a minimum depth of 7.5 m;



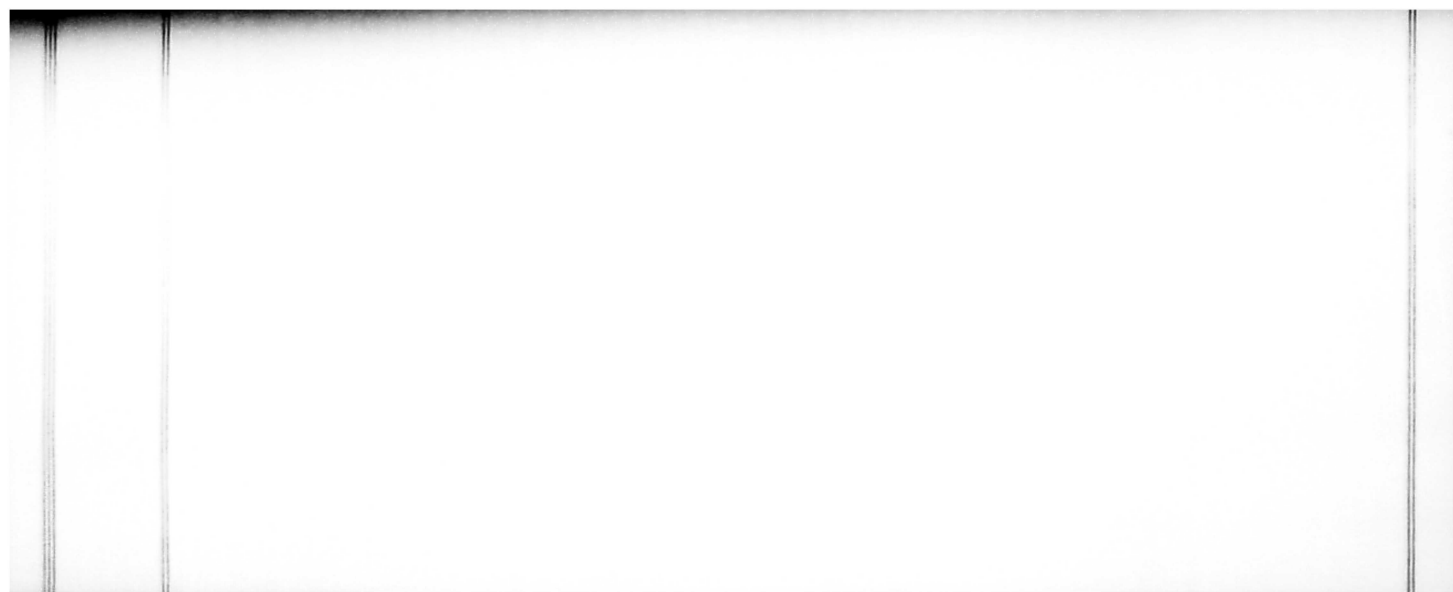


THIS IS SCHEDULE 'A' TO
 BY-LAW 385-93 PASSED BY
 COUNCIL ON August 18, 1993

[Signature]
 MAYOR
[Signature]
 CLERK

ALL OF BLOCKS E & R
 PART OF BLOCKS D, H, I, P & Q
 REGISTERED PLAN M-234
 CITY OF MISSISSAUGA

02-32/91 W2



DB# 1993-3 FOLIO# 395

ORDER ISSUE DATE
MAY 17 1993



O 920204
Z 920133

Ontario Municipal Board

Commission des affaires municipales de l'Ontario

IN THE MATTER OF Section 22(1) of the
Planning Act, 1983

AND IN THE MATTER OF a referral to this Board by the Honourable Minister of Municipal Affairs, on a request by Sheridan Mews Limited for consideration of a proposed amendment to the Official Plan for the City of Mississauga to redesignate the lands located on the west side of Leanne Boulevard, north of North Sheridan Way, near the northwest corner of Erin Mills Parkway and the QEW from "Office Commercial" to "Residential Medium Density II-Special Site 10" to permit the development of a townhouse project

Minister's File No. 21-OP-0030-A29
O.M.B. File No. O 920204

RECEIVED

REGISTERED No. 5750
DATE MAY 19 1993
FILE No. 02-33-91
CLERK'S DEPARTMENT

- and -

IN THE MATTER OF Section 34(11) of
the **Planning Act, 1983**

AND IN THE MATTER OF an appeal to this Board by Sheridan Mews Limited for an order amending By-law 5500, as amended, of the City of Mississauga to rezone the lands located on the west side of Leanne Boulevard, north of North Sheridan Way from "RCL1-Section 801" to RM5-Section AAAA" to permit 98 row dwellings
O.M.B. File No. Z 920133

B E F O R E :

J.R. MILLS
Member

- and -

M. DHAR
Member

)
)
)
)
)
)
)

Monday, the 15th day
of March, 1993

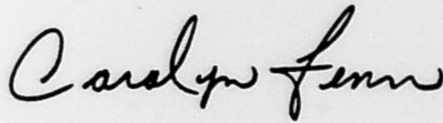
THIS MATTER having come on for public hearing, and after the hearing;

THE BOARD ORDERS that Official Plan Amendment A29 is hereby approved
as filed at the hearing in Exhibit 33.

O 920204
Z 920113

AND THE BOARD ORDERS that the appeal is allowed and Zoning By-law 5500 is amended as set out in Schedule "A", attached to and forming part of this order.

The City of Mississauga is authorized to assign By-law or other number to these documents for record keeping purposes.

A handwritten signature in cursive script, appearing to read "Carolyn Fenn".

A- SECRETARY



Ontario
Ontario Municipal Board
Commission des affaires municipales de l'Ontario

Schedule "A"

A By-law to amend By-law Number 5500, as amended.

1. By-law Number 5500, as amended, being a City of Mississauga Zoning By-law, (former Town of Mississauga), is further amended by adding the following section:

1995. Notwithstanding their "RM5" zoning, the lands delineated as
(SPA) "RM5 - Section 1995" on Schedule "B" of this By-law shall only be used for the erection of row dwellings in compliance with the "RM5" zone provisions contained in this By-law, except that:

- (1) the provisions of subsection 44(4), (5), (6), (7), (10), (11) and (12), clauses 44(17)(d) and (e), and subsections 44(23), of this By-law shall not apply;
- (2) the total number of dwelling units constructed shall not exceed 98;
- (3) the minimum lot area per dwelling unit shall not be less than 190 m²;
- (4) the "Gross Floor Area" of all buildings and structures shall not exceed 0.60 times the lot area;
- (5) the "Minimum Open Space" shall not be less than 40% of the lot area;
- (6) the front, rear and side yards shall have a minimum depth of 7.5 m;

- (7) a total of 25 dwelling units shall be provided in accordance with the following schedule:

Column 1 No. of <u>Bedrooms</u>	Column 2 No. of <u>Units</u>	Column 3 Maximum Gross <u>Floor Area</u>
Two-Bedroom	25	130 m ²

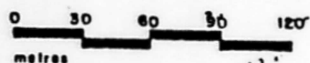
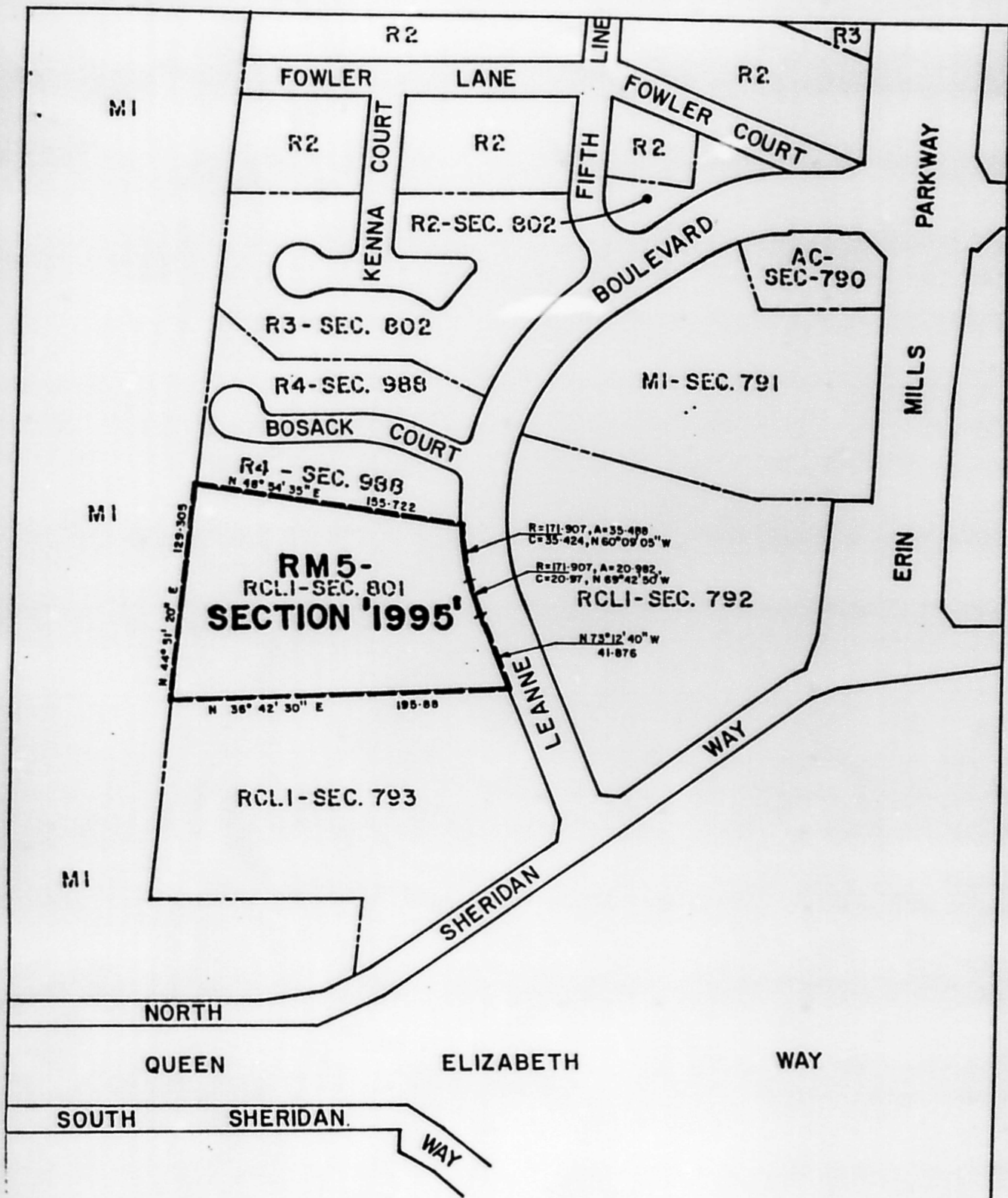
- (8) no dwelling abutting the "R4 - Section 988" zoning shall exceed two storeys.

2. Map Number 21, of Schedule "B" to By-law Number 5500, as amended, is further amended by changing thereon from "RCL1 - Section 801" to "RM5 - Section 1995", the zoning of Blocks E and R, and Part of Blocks D, H, I, P, and Q, Plan 43M-234, in the City of Mississauga, PROVIDED HOWEVER THAT the "RM5 - Section 1995" zoning shall only apply to the lands which are shown on the attached Schedule "A" outlined in the heaviest broken line with the "RM5 - Section 1995" zoning indicated thereon.

ENACTED and PASSED this day of 1993.

MAYOR

CLERK



ALL OF BLOCKS E & R
PART OF BLOCKS D, H, I, P & Q
REGISTERED PLAN M-234
CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW _____ PASSED BY
COUNCIL ON _____

MAYOR _____

CLERK _____

APPENDIX "A" TO THE APPLICATION FOR APPROVAL OF BY-LAW NO. _____

Explanation of the Purpose and Effect of the By-law

This By-law changes the zoning of the property outlined on the attached Schedule "A" from "RCL1 - Section 801" to "RM5 - Section 1995", to permit 98 row dwellings.

"RCL1 - Section 801" permits an office building with a maximum gross floor area of all buildings and structures limited to 0.6 times the lot area (approximately 11 451 m² (123,261 sq.ft.)).

"RM5 - Section 1995" permits 98 row dwellings with a maximum Gross Floor Area of 0.6 times the lot area, a minimum Open Space of 40% of the lot area, and certain maximum unit sizes.

Location of Lands Affected

Located on the west side of Leanne Boulevard, north of North Sheridan Way, in the City of Mississauga, as shown on the attached Map designated as Schedule "A".

Further information regarding this By-law may be obtained from Jim Doran of the City Planning and Development Staff at 896-5551.

NOTE:

THIS BY-LAW SHALL NOT COME INTO FORCE UNTIL THE OFFICIAL PLAN AMENDMENT 209 IS APPROVED.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 386-93

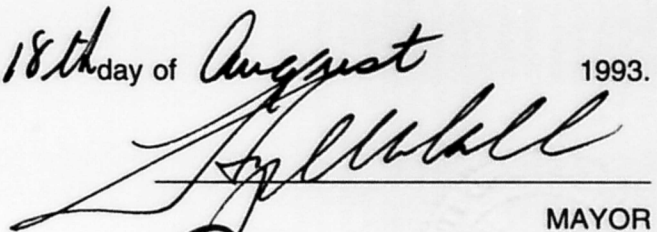
A By-law to amend By-law 553-92,
being an Interim Control By-law
under section 38 of the Planning Act, R.S.O. 1990, c.P.13.

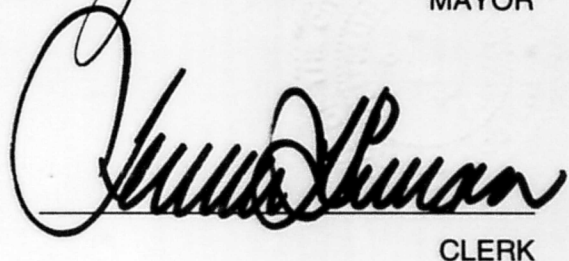
The Council of The Corporation of the City of Mississauga, pursuant to
section 38 of the Planning Act, R.S.O. 1990, c.P.13, ENACTS as follows:

1. By-law Number 553-92 is amended to reduce the extent of the area covered by the said By-law, by deleting therefrom lands located on the south side of South Sheridan Way, west of Southdown Road, municipally known as 2222 South Sheridan Way, Unit 214, and under the name of Greenlife Recycling, as shown on Schedule "A" to this by-law.

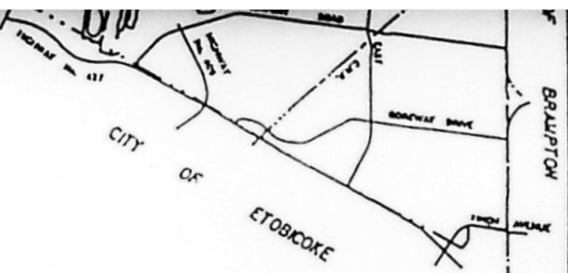
ENACTED and PASSED this 18th day of August 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
mTB	
Date	93 08 13


MAYOR


CLERK

In accordance with Section 34(21)
of the Planning Act, R.S.O. 1990,
c.P.13, this By-law came into effect
on August 18, 1993



- A. GREEN LIFE RECYCLING
2222 South Sheridan Way, Unit 214

CITY OF MISSISSAUGA

THIS IS SCHEDULE 'A' TO
BY-LAW 384.93 PASSED BY

COUNCIL ON August 18, 1993

[Signature]
Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

DECLARATION UNDER SECTION 34(22) OF THE PLANNING ACT, R.S.O. 1990, c.P.13

I, ARTHUR D. GRANNUM, Deputy Clerk, hereby certify that the notice for By-law 386-93 of the Corporation of the City of Mississauga, passed by the Council of The Corporation of the City of Mississauga on the 18th day of August, 1993, was given in the manner and form and to the persons prescribed by regulation made by the Lieutenant Governor-in-Council under subsection 3 of Section 38 of the Planning Act, R.S.O.1990, on the 8th day of September, 1993.

I also certify that the last day for filing a Notice of Appeal pursuant to subsection 4 of Section 38 of the Planning Act, R.S.O. 1990, was the 18th day of October, 1993, and to this date no notice of objection or request for a change in the provisions of the by-law has been filed by any person with the office of the Clerk.

DATED at the City of Mississauga this 19th day of October, 1993.

A handwritten signature in cursive script, reading "Arthur D. Grannum", written over a horizontal line.

Arthur D. Grannum,
Deputy Clerk



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 387-93

A By-Law to authorize execution of a
contract for Provision of Security Services at various facilities
for a 24 month period

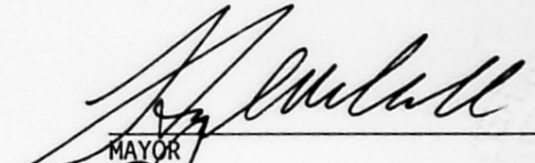
WHEREAS the Council of The Corporation of the City of Mississauga
desires to award the contract for 0061-93 for Provision of Security Services
at various facilities for a 24 month period to Group 4 - CPS in the estimated
amount of Eight Hundred Thousand Three Hundred & Thirty Dollars (\$800,330),

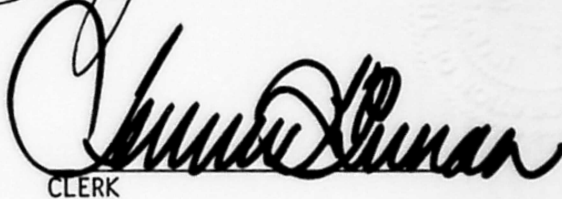
NOW THEREFORE the Council of The Corporation of the City of
Mississauga ENACTS as follows:

That the contract between The Corporation of the City of Mississauga
and Group 4 - CPS in the estimated amount of Eight Hundred Thousand
Three Hundred & Thirty Dollars (\$800,330) be executed by the Mayor
and Clerk and the Corporate seal affixed thereto following approval
of the contract by the Office of the City Solicitor.

ENACTED AND PASSED THIS 18th DAY OF August 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
M.B.		
Date	93	08 13


MAYOR


CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 388-93

**A By-Law to authorize execution of a contract
for the Roof Replacement at
Clarkson/Malton Community Centres**

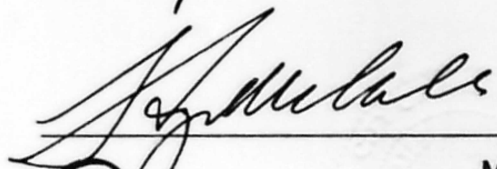
WHEREAS the Council of The Corporation of the City of Mississauga desires to award the Tender #121-93 for the Roof Replacement at Clarkson/Malton Community Centres in the City of Mississauga to Nortex Roofing Ltd., Etobicoke in the amount of ONE HUNDRED AND THIRTY ONE THOUSAND FIVE HUNDRED AND EIGHTY SIX DOLLARS and FORTY SIX CENTS (\$131,586.46) for the municipal purposes above noted;

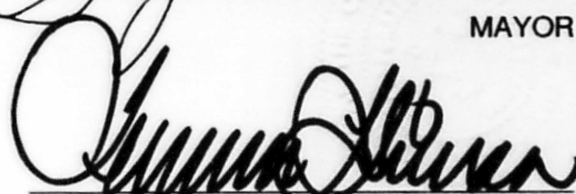
NOW THEREFORE, the Council of the Corporation of the City of Mississauga ENACTS as follows:

1. That the Tender #121-93 for the Roof Replacement at Clarkson/Malton Community Centres in the City of Mississauga be awarded to Nortex Roofing Ltd., Etobicoke in the amount of ONE HUNDRED AND THIRTY ONE THOUSAND FIVE HUNDRED AND EIGHTY SIX DOLLARS and FORTY SIX CENTS (\$131,586.46).
2. That the contract between The Corporation of the City of Mississauga and Nortex Roofing Ltd., Etobicoke, for the Roof Replacement at Clarkson/Malton Community Centres in the City of Mississauga be executed by the Mayor and Clerk, and the Corporate Seal be affixed thereto following review of the contract by the Office of the City Solicitor.

ENACTED AND PASSED THIS 18th day of August 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA	
MTB	
Date	93 08 13


MAYOR


CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **389-93**

**A By-Law to authorize execution of a contract for the
RECONSTRUCTION AND WIDENING OF BURNHAMTHORPE ROAD FROM
EAST OF MAVIS ROAD TO CONFEDERATION PARKWAY**

WHEREAS the Council of The Corporation of the City of Mississauga desires to award the contract for FILE REFERENCE 17 111 93109 to Gazzola Paving Limited, in the amount of SEVEN HUNDRED AND TWENTY-ONE THOUSAND, FIVE HUNDRED AND SIX DOLLARS, AND FIFTY-ONE CENTS (\$721,506.51);

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

That the contract between The Corporation of the City of Mississauga and Gazzola Paving Limited, in the amount of SEVEN HUNDRED AND TWENTY-ONE THOUSAND, FIVE HUNDRED AND SIX DOLLARS AND FIFTY-ONE CENTS (\$721,506.51) be executed by the Mayor and Clerk and the Corporate Seal affixed thereto following approval of the contract by the Office of the City Solicitor.

ENACTED AND PASSED this *18th* day of *August* 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA		
<i>MTB</i>		
Date	<i>93</i>	<i>08</i> <i>13</i>

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA		
<i>Ames</i>		
DATE	<i>3</i>	<i>8</i> <i>93</i>

[Signature]
MAYOR

[Signature]
CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **390-93**

**A By-Law to authorize execution of a contract for the
RECONSTRUCTION OF MISSISSAUGA VALLEY BOULEVARD FROM
ELM DRIVE TO MOLLY AVENUE**

WHEREAS the Council of The Corporation of the City of Mississauga desires to award the contract for FILE REFERENCE 17 111 93118 to Philip Enterprises Inc., in the amount of **THREE HUNDRED AND EIGHTY-ONE THOUSAND, AND EIGHTY-TWO DOLLARS AND ELEVEN CENTS (\$381,082.11);**

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

That the contract between The Corporation of the City of Mississauga and Philip Enterprises Inc., in the amount of **THREE HUNDRED AND EIGHTY-ONE THOUSAND AND EIGHTY-TWO DOLLARS AND ELEVEN CENTS (\$381,082.11)** be executed by the Mayor and Clerk and the Corporate Seal affixed thereto following approval of the contract by the Office of the City Solicitor.

ENACTED AND PASSED this *18th* day of *August* 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA <i>mtb</i> Date <i>93 08 13</i>

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA <i>aw.</i> DATE <i>3 8 93.</i>

[Signature]
MAYOR
[Signature]
CLERK

contract has been approved by the Office of the City Solicitor.

ENACTED AND PASSED THIS 18th DAY OF August, 1993

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
MTR			
Date	93	08	13


MAYOR


CLERK



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

394-93

A By-law to amend By-law 512-91, being a By-law to protect and conserve topsoil within the City of Mississauga.

WHEREAS the Topsoil Preservation Act, R.S.O. 1990, c. T.12 provides that councils of municipalities may pass by-laws to regulate or prohibit the removal of topsoil in the municipality or in any areas thereof defined in the by-law;

AND WHEREAS the Council of The Corporation of the City of Mississauga enacted By-law 512-91, on October 21, 1991, being a by-law to protect and conserve topsoil within the City of Mississauga;

AND WHEREAS under the provisions of By-law 512-91, the Commissioner of Transportation and Works may prescribe rehabilitation standards and procedures to be followed for the rehabilitation of lands where topsoil removal is permissible;

AND WHEREAS the rehabilitation of lands where topsoil has been removed includes the control of erosion and sediment;

NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

1. Sections 2 to 17 inclusive, Section 19 and Schedules 'A', 'B' and 'C' of By-law 512-91 are amended by striking out reference therein to "Topsoil Removal Permit" and inserting in lieu thereof "Erosion and Sediment Control Permit."

2. Sections 5 to 8 inclusive, Section 15 and Schedules 'A', 'B' and 'C' of said By-law are amended by striking out reference therein to "Control Plan" and inserting in lieu thereof "Erosion and Sediment Control Plan."
3. Subsection 2(1) of said By-law is amended by striking out reference therein to "R.S.O. 1980, chapter 504" and inserting in lieu thereof "R.S.O. 1990, c. T.12."
4. Subsection 1(7) of said By-law is repealed and the following substituted therefor:
 - (7) "Site" means the lands on which it is proposed that topsoil be moved or removed;
5. Subsection 6(17) of the said By-law is repealed and the following substituted therefor:
 - (17) Provisions for the maintenance of the construction site control measures during construction including a mud tracking prevention program which describes the procedures for mud tracking prevention and road clean up and designates a contact person(s) directly responsible for such a program throughout each land disturbing or land developing activity.
6. Section 6 of the said By-law is amended by adding thereto the following subsection:
 - (20) Details of the site rehabilitation including the type and location of all interim and permanent stabilization measures.
7. Section 13 of the said By-law is repealed and the following substituted therefor:
 13. Erosion and Sediment Control Permits shall be valid for a period of 180 days. The Commissioner may extend the permit one or more times for an additional 180 days each time. The permit holder must apply for a permit extension 30 days prior to the permit expiring. The Commissioner may require additional control measures and inspection fees as a

condition of the extension if they are necessary to meet the requirement of the By-law.

8. Section 14 of the said By-law is repealed and the following substituted therefor:

14. All sedimentation basins and other control measures necessary to meet the requirements of this By-law shall be in place prior to any land disturbance of the site unless otherwise approved by the Commissioner. These measures shall be maintained by the Erosion and Sediment Control Permit holder or subsequent landowner during the period of land disturbance in a manner satisfactory to the Commissioner to insure adequate compliance with the requirements of this By-law and to prevent damage occurring as a result of erosion, sedimentation or flooding.

9. The said By-law is amended by adding thereto the following section:

25. This By-law shall be known as the Erosion and Sediment Control By-law.

10. Section 2 of Schedule 'A' to the said By-law is amended by adding thereto the following subsection:

(4) The Letter of Credit may be reduced from time to time at the discretion of the Commissioner. For sites in which a Servicing Agreement has been executed with the City, the securities held through the Letter of Credit may be transferred to and held with the Servicing Letter of Credit under appropriate circumstances.

11. Section 2 of Schedule 'B' to the said By-law is repealed and the following substituted therefor:

2. Drain Inlet Protection: All rear lot storm drain inlets or any other inlets as the Commissioner considers necessary, shall be protected with filter fabric, or equivalent barriers meeting

be placed along all downslope sides of the site.

14. Clause 3(4)(d) of Schedule 'B' to the said By-law is repealed and the following substituted therefor:

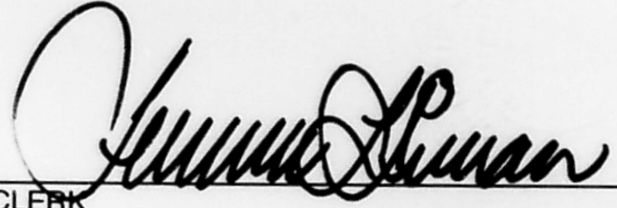
(d) For sites having a drainage area of more than four (4) hectares disturbed at one time or with slopes greater than twelve (12) per cent grade, one or more sedimentation basins should be constructed. The basins shall be designed to trap sediment particles greater than 40 microns in size and be constructed in accordance with the City of Mississauga Erosion and Sediment Control Design Standards. The basin discharge rate shall be sufficiently low as to not cause erosion along the discharge channel.

15. Subsection 1(9) of Schedule 'C' to the said By-law is repealed and the following substituted therefor:

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
 _____			
Date	93	08	13



 MAYOR



 CLERK

G:\USERS\SEM2SEC\BYLAW.2

APPROVED COMMISSIONER TRANSPORTATION and WORKS DEPT. MISSISSAUGA			
 _____			
DATE	93	07	26



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

398-93

**A BY-LAW TO AUTHORIZE THE EXECUTION OF
COMMON OWNERSHIP AGREEMENTS**

WHEREAS United Lands Corporation Limited is the owner of Block 26, Plan 43M-814 which Block is subject pursuant to a Servicing Agreement entered into between The Corporation of the City of Mississauga and United Lands Corporation Limited to certain terms and conditions governing the use of the said lands.

AND WHEREAS in order to give full force and effect to these terms and conditions, it is deemed necessary that Block 26, Plan 43M-814 remain in common ownership with the lands immediately adjacent thereto.

AND WHEREAS United Lands Corporation Limited has executed two Common Ownership Agreements to the effect that those parts of Block 26, Plan 43M-814, being designated as Parts 1 and 9, Plan 43R-19853 be and remain in common ownership with Lot 8, Plan 43M-814 and that those parts of Block 26, Plan 43M-814 being designated as Parts 2 and 8, Plan 43R-19853 be and remain in common ownership with that part of Block 27, Plan 43M-814 being designated as Part 3, Plan 43R-19853.

NOW THEREFORE the Council of The Corporation of the City of Mississauga
ENACTS as follows:

1. That the Common Ownership Agreement between United Lands Corporation Limited, Daniel Welton and Madeleine Welton and The Corporation of the City of Mississauga with respect to Part of Block 26, Plan 43M-814 being designated as Parts 1 and 9, Plan 43R-19853 be executed on behalf of The Corporation of the City of Mississauga by the Mayor and the Clerk and the Corporate Seal be affixed thereto.
2. That the Common Ownership Agreement between United Lands Corporation Limited and The Corporation of the City of Mississauga with respect to Part of Block 26, Plan 43M-814 being designated as Parts 2 and 8, Plan 43R-19853 be executed on behalf of The Corporation of the City of Mississauga by the Mayor and the Clerk and the Corporate Seal be affixed thereto.

Enacted and Passed this *18th* day of *August*, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA
MTB
Date 93 08 04

[Signature]
MAYOR

[Signature]
CLERK

COMMON OWNERSHIP AGREEMENT

THIS AGREEMENT made in triplicate this day of , 1993.

B E T W E E N:

UNITED LANDS CORPORATION LIMITED
hereinafter referred to as "the Party of the First Part"

- and -

DANIEL WELTON and MADELEINE WELTON
both of the City of Mississauga, in the Regional Municipality of Peel
hereinafter referred to as "the City of the Second Part"

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA
hereinafter referred to as "the Party of the Third Part".

WHEREAS the Party of the First Part is the developer of a plan of subdivision registered as Plan 43M-814 and is entitled to a reconveyance of Block 26 thereon;

AND WHEREAS pursuant to the requirements set forth on Schedule "B" to the Servicing Agreement for the said Plan, the Party of the First Part was obliged to transfer Blocks 26 and 27 on the Plan to the City pending completion of certain servicing works;

AND WHEREAS the requisite servicing works have now been completed and the Party of the First Part is entitled to a re-transfer of the said Blocks;

AND WHEREAS it was intended that the said Block 26 was to be held and transferred in common with certain adjoining lands described as Lot 8 on Plan 43M-814;

AND WHEREAS in light of current planning and development considerations, subsequent review of the common ownership requirement indicates that a division of the said Block 26 would be appropriate and that its respective portions be held together with the lands immediately abutting each portion;

AND WHEREAS in satisfaction of the original subdivision servicing agreement requirement, the City has required execution of this Agreement and that this Agreement be registered against the title of that part of the said Block 26 owned by the Party of the First Part as described in Schedule "A" annexed hereto, which lands are hereinafter referred to as "the Subject Lands" and against those adjoining lands of the Party of the Second Part as described in Schedule "B" annexed hereto, which lands are hereinafter referred to as "the Adjoining Lands";

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of other good and valuable consideration and the sum of One (\$1.00) Dollar now paid to the Parties of the First and Second Parts by the City (the receipt of which is hereby acknowledged), the Parties hereto covenant and agree as follows:

1. Following the transfer of Block 26 on Plan 43M-814 from the City to the Party of the First Part, the Subject Lands and the Adjoining Lands shall thereupon be held and remain to be held in common ownership. The Subject Lands and the Adjoining Lands are thenceforth to be conveyed together as one parcel.

No right, title or interest to any part of the commonly held lands shall be conveyed unless and until an application to the Land Division Committee has been approved and an appropriate Certificate thereunder has been issued or, if applicable, an appropriate by-law has been enacted, approved and registered on title, pursuant to Subsection 50(7) of the Planning Act, R.S.O. 1990 as amended, exempting that part of the commonly held lands from part lot control, or if a plan of subdivision pursuant to Section 51 of the Planning Act, or condominium description pursuant to Section 50 of the Condominium Act, is registered subsequent to the registration of this agreement upon the commonly held lands.

2. The foregoing notwithstanding, nothing herein shall prevent a conveyance of any part of the commonly held lands where the conveyance would otherwise be permitted under subclauses 50(3)(c), (d) and (e) or subclauses 50(5)(b), (c) and (d), of the Planning Act, as amended, and following any such conveyance, or where any part of the commonly held lands have been acquired by a body that has vested in it the right to acquire land by expropriation, the conveyance of the whole of the remaining part of the commonly held land shall not be prevented by or constitute a breach of this agreement.
3. This Agreement shall be registered on title to the Subject Lands and the Adjoining Lands, to the intent that its terms shall be enforceable against the Parties hereto and all subsequent owners, pursuant to the provisions of subsection 51(6) of the Planning Act, as amended.
4. This Agreement shall enure to the benefit of, and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have set hands and seals or affixed their corporate seals duly attested by their proper signing officers.

UNITED LANDS CORPORATION LIMITED

John Z. Welton

Per: *John Z. Welton*, Assistant Secretary

Daniel Welton

DANIEL WELTON

Madeline Welton

MADELEINE WELTON

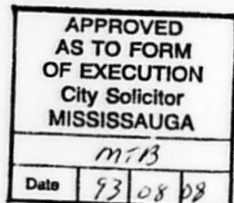
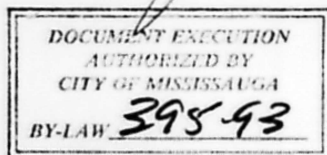
THE CORPORATION OF THE CITY OF MISSISSAUGA

John J. McCall

MAYOR

Ann Spence

CLERK



SCHEDULE "A"

SUBJECT LANDS

Those parts of Block 26 on Plan 43M-814 in the City of Mississauga, in the Regional Municipality of Peel designated as Parts 1 and 9 on Plan 43R-19853 deposited in the Land Registry Office for the Land Titles division of Peel (No. 43).

SCHEDULE "B"

ADJOINING LANDS

The whole of Lot 8 on Plan 43M-814 in the City of Mississauga, in the Regional Municipality of Peel.

6378M/8

395-93

D

FOR OFFICE USE ONLY L-71435671 SEP 10 AM 11:12	(1) Registry ☐ Land Titles ☒		(2) Page 1 of 5 pages	
	(3) Property Identifier(s) _____ Block _____ Property _____		Additional: See Schedule ☐	
	(4) Nature of Document Application to Register Notice of an Unregistered Estate, Right, Interest or Equity, Section 71 of the Act			
	(5) Consideration NIL			
	(6) Description FIRSTLY: ^{Part of} Parcel Block 26-1, Section _____ Part of Block 26 on Plan 43M-814 designated as Parts 2 and 8 on 43R-19853 City of Mississauga, Regional Municipality of Peel SECONDLY: ^{Part of} Parcel Block 27-1, Section _____ Part of Block 27, Plan 43M-814 designated as Part 3, Plan 43R-19853 City of Mississauga, Regional Municipality of Peel			
New Property Identifiers Additional: See Schedule ☐		(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐		
Executions Additional: See Schedule ☐		(8) This Document provides as follows:		

The Corporation of the City of Mississauga, having an unregistered estate, right, interest or equity in the above noted lands hereby applies under Section 71 of the Land Titles Act for entry of a Notice of Agreement in the register for the said parcel, being the attached Common Ownership Agreement.

Continued on Schedule ☐

(9) This Document relates to Instrument number(s) _____

(10) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature Y M D
Name(s) UNITED LANDS CORPORATION LIMITED			
UNITED LANDS CORPORATION LIMITED			

(11) Address for Service	2904 South Sheridan Way, Oakville, Ontario L6J 7G9
--------------------------	--

(12) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature Y M D
Name(s) THE CORPORATION OF THE CITY OF MISSISSAUGA			
by its solicitor, Mary Brennan	<i>Mary Brennan</i>	1993 09 01	

(13) Address for Service	300 City Centre Drive, Mississauga, Ontario L5B 3C1
--------------------------	---

(14) Municipal Address of Property Not Assigned	(15) Document Prepared by: Mary Brennan Office of the City Solicitor City of Mississauga 300 City Centre Drive Mississauga, Ontario L5B 3C1 MB:lrm-814 & OZ-31-90	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; padding: 5px;">Fees and Tax</th> </tr> <tr> <td style="width:50%; padding: 5px;">Registration Fee</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Total</td> <td style="padding: 5px;"></td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

2

COMMON OWNERSHIP AGREEMENT

THIS AGREEMENT made in triplicate this day of , 1993.

B E T W E E N:

UNITED LANDS CORPORATION LIMITED
hereinafter referred to as "the Party of the First Part"

- and -

UNITED LANDS CORPORATION LIMITED
hereinafter referred to as "the Party of the Second Part"

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA
hereinafter referred to as "the City of the Third Part"

WHEREAS the Party of the First Part is the developer of a plan of subdivision registered as Plan 43M-814 and is entitled to a reconveyance of Block 26 thereon;

AND WHEREAS pursuant to the requirements set forth on Schedule "B" to the Servicing Agreement for the said Plan, the Party of the First Part was obliged to transfer Blocks 26 and 27 on the Plan to the City pending completion of certain servicing works;

AND WHEREAS the requisite servicing works have now been completed and the Party of the First Part is entitled to a re-transfer of the said Blocks;

AND WHEREAS it was intended that the said Block 26 was to be held and transferred in common with certain adjoining lands described as Lot 8 on Plan 43M-814;

AND WHEREAS in light of current planning and development considerations, subsequent review of the common ownership requirement indicates that a division of the said Block 26 would be appropriate and that its respective portions be held together with the lands immediately abutting each portion;

AND WHEREAS in satisfaction of the original subdivision servicing agreement requirement, the City has required execution of this Agreement and that this Agreement be registered against the title of that part of the said Block 26 owned by the Party of the First Part as described in Schedule "A" annexed hereto, which lands are hereinafter referred to as "the Subject Lands" and against those adjoining lands of the Party of the Second Part as described in Schedule "B" annexed hereto, which lands are hereinafter referred to as "the Adjoining Lands";

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of other good and valuable consideration and the sum of One (\$1.00) Dollar now paid to the Parties of the First and Second Parts by the City (the receipt of which is hereby acknowledged), the Parties hereto covenant and agree as follows:

1. Following the transfer of Block 26 on Plan 43M-814 from the City to the Party of the First Part, the Subject Lands and the Adjoining Lands shall thereupon be held and remain to be held in common ownership. The Subject Lands and the Adjoining Lands are thenceforth to be conveyed together as one parcel.

No right, title or interest to any part of the commonly held lands shall be conveyed unless and until an application to the Land Division Committee has been approved and an appropriate Certificate thereunder has been issued or, if applicable, an appropriate by-law has been enacted, approved and registered on title, pursuant to Subsection 50(7) of the Planning Act, R.S.O. 1990 as amended, exempting that part of the commonly held lands from part lot control, or if a plan of subdivision pursuant to Section 51 of the Planning Act, or condominium description pursuant to Section 50 of the Condominium Act, is registered subsequent to the registration of this agreement upon the commonly held lands.

2. The foregoing notwithstanding, nothing herein shall prevent a conveyance of any part of the commonly held lands where the conveyance would otherwise be permitted under subclauses 50(3)(c), (d) and (e) or subclauses 50(5)(b), (c) and (d), of the Planning Act, as amended, and following any such conveyance, or where any part of the commonly held lands have been acquired by a body that has vested in it the right to acquire land by expropriation, the conveyance of the whole of the remaining part of the commonly held land shall not be prevented by or constitute a breach of this agreement.
3. This Agreement shall be registered on title to the Subject Lands and the Adjoining Lands, to the intent that its terms shall be enforceable against the Parties hereto and all subsequent owners, pursuant to the provisions of subsection 51(6) of the Planning Act, as amended.
4. This Agreement shall enure to the benefit of, and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have set hands and seals or affixed their corporate seals duly attested by their proper signing officers.

UNITED LANDS CORPORATION LIMITED

John Z. Welton
Per: John Z. Welton, Assistant
Secretary

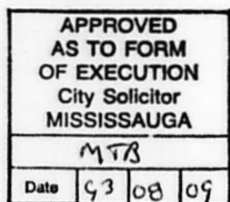
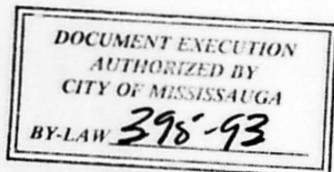
UNITED LANDS CORPORATION LIMITED

John Z. Welton
Per: John Z. Welton, Asst
Secretary

THE CORPORATION OF THE CITY OF
MISSISSAUGA

Shirley A. ...
MAYOR

...
CLERK



4

SCHEDULE "A"

SUBJECT LANDS

Those parts of Block 26 on Plan 43M-814 in the City of Mississauga, in the Regional Municipality of Peel designated as Parts 2 and 8 on Plan 43R-19853 deposited in the Land Registry Office for the Land Titles division of Peel (No. 43).

5

SCHEDULE "B"

ADJOINING LANDS

That part of Block 27 on Plan 43M-814 in the City of Mississauga, in the Regional Municipality of Peel designated as Part 3 on Plan 43R-19853 deposited in the Land Registry Office for the Land Titles Division of Peel (No. 43).

Document General

Form 4 — Land Registration Reform Act

D

FOR OFFICE USE ONLY

LT 1435673

*93 SEP 10 AM 1:13

Peel No. 43

Brantford

South Reg. District

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 1 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document

NOTICE OF AGREEMENT POSTPONING COVENANTS AND
RESTRICTIONS (Subsection 81(6) of the Act)

(5) Consideration

Nil

Dollars \$

(6) Description

Parcel 13-1, Section 43M-814
being Lot 13, plan 43M-814
in the City of Mississauga,
Regional Municipality of Peel

Land Registry Office for the Land Titles Division
of Peel (No. 43)

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☒

Additional
Parties ☐

Other ☐

(8) This Document provides as follows:

UNITED LANDS CORPORATION LIMITED, the benefitting party in Instrument No. LT880209
registered on May 25, 1988 annexing restrictive covenants to the land described above,

Hereby postpone the covenants and restrictions contained in Instrument No. LT880209
to Transfer of Easement registered on Aug. 20, 1993 as Instrument No. LT1430618
from SANDRA LORRAINE WELTON to THE CORPORATION OF THE CITY OF MISSISSAUGA.

SANDRA LORRAINE WELTON, the registered owner of the land described above, hereby agrees
and consents to the postponement of the said covenants and restrictions contained in
Instruments No. LT880209 to the Transfer of Easement registered as Instrument No. LT1430618

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

LT880209 - LT1430618

(10) Party(ies) (Set out Status or Interest)

Name(s)

UNITED LANDS CORPORATION LIMITED

(Benefitting Party)

I have authority to bind the Corporation.

Signature(s)

Per: [Signature]
John W. Welton
President

Date of Signature

Y M D
1993 08 24

(11) Address
for Service

2904 South Sheridan Way, Oakville, Ontario L7J 7L7

(12) Party(ies) (Set out Status or Interest)

Name(s)

WELTON, Sandra Lorraine

(Consenting Party)

Signature(s)

[Signature]

Date of Signature

Y M D
1993 08 24

(13) Address
for Service

2122 Gordon Drive, Mississauga, Ontario L5B 1S7

(14) Municipal Address of Property

2005 Heartwood Court
Mississauga, Ontario

(15) Document Prepared by:

Delbert M. Piché, Law Clerk
BRATTY AND PARTNERS
4950 Yonge Street
20th Floor
North York, Ontario
M2N 6K1

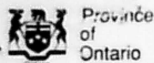
#131457/MND/DMP/im1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total



Document General

Form 4 — Land Registration Reform Act

D

FOR OFFICE USE ONLY LT1435670 *93 SEP 10 AM 11:12 New Property Identifiers Additional: See Schedule ☐ Executions Additional: See Schedule ☐	(1) Registry ☐	Land Titles ☒	(2) Page 1 of 5 pages												
	(3) Property Identifier(s) Block Property Additional: See Schedule ☐														
	(4) Nature of Document Application to Register Notice of an Unregistered Estate, Right, Interest or Equity, Section 71 of the Act														
	(5) Consideration NIL Dollars \$														
	(6) Description Part of block FIRSTLY: Parcel 26-1, Section Part of Block 26 on Plan 43M-814 designated as Parts 1 and 9 on 43R-19853 City of Mississauga, Regional Municipality of Peel SECONDLY: Parcel 8-1, Section Lot 8, Plan 43M-814 City of Mississauga, Regional Municipality of Peel														
(7) This Document Contains:			(a) Redescription New Easement Plan/Sketch ☐												
			(b) Schedule for: Description ☐ Additional Parties ☐ Other ☐												
(8) This Document provides as follows: The Corporation of the City of Mississauga, having an unregistered estate, right, interest or equity in the above noted lands hereby applies under Section 71 of the Land Titles Act for entry of a Notice of Agreement in the register for the said parcel, being the attached Common Ownership Agreement. Continued on Schedule ☐															
(9) This Document relates to instrument number(s)															
(10) Party(ies) (Set out Status or Interest) <table border="1" style="width:100%; border-collapse: collapse;"><thead><tr><th style="width:50%;">Name(s)</th><th style="width:30%;">Signature(s)</th><th style="width:20%;">Date of Signature Y M D</th></tr></thead><tbody><tr><td>UNITED LANDS CORPORATION LIMITED</td><td></td><td></td></tr><tr><td>DANIEL WELTON</td><td></td><td></td></tr><tr><td>MADELEINE WELTON</td><td></td><td></td></tr></tbody></table>				Name(s)	Signature(s)	Date of Signature Y M D	UNITED LANDS CORPORATION LIMITED			DANIEL WELTON			MADELEINE WELTON		
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UNITED LANDS CORPORATION LIMITED															
DANIEL WELTON															
MADELEINE WELTON															
(11) Address for Service 2904 South Sheridan Way, Oakville, Ontario L6J 7G9															
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(13) Address for Service 300 City Centre Drive, Mississauga, Ontario L5B 3C1															
(14) Municipal Address of Property Not Assigned		(15) Document Prepared by: Mary Brennan Office of the City Solicitor City of Mississauga 300 City Centre Drive Mississauga, Ontario L5B 3C1 MB:lr:M-814 & OZ-31-90													
		<table border="1" style="width:100%; border-collapse: collapse;"><thead><tr><th colspan="2">Fees and Tax</th></tr></thead><tbody><tr><td style="width:50%;">Registration Fee</td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>Total</td><td></td></tr></tbody></table>		Fees and Tax		Registration Fee								Total	
Fees and Tax															
Registration Fee															
Total															



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER **396-93**

By-Law to authorize the execution of an Agreement between, Port Credit Lumber Company Limited, Casgrain Estates Ltd. The Corporation of the City of Mississauga and The Regional Municipality of Peel

WHEREAS Port Credit Lumber Company Limited is the registered owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Plan 43M-997;

AND WHEREAS Port Credit Lumber Company Limited in accordance with the usual procedures was required to execute a Financial Agreement and a Servicing Agreement with The Corporation of the City of Mississauga and The Regional Municipality of Peel;

AND WHEREAS Port Credit Lumber Company Limited sold the property to 882814 Ontario Ltd. which company directed that the Transfer be drawn in favour of Casgrain Estates Ltd.;

AND WHEREAS Casgrain Estates Ltd. has agreed to assume all obligations of Port Credit Lumber Company Limited with respect to the completion of the development;

AND WHEREAS Port Credit Lumber Company Limited has requested that The Corporation of the City of Mississauga consent to the assignment of the Financial Agreement and the Servicing Agreement to Casgrain Estates Ltd. and that Port Credit Lumber Company Limited be released from its obligations under the Financial Agreement and the Servicing Agreement;

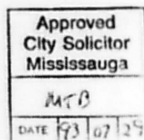
AND WHEREAS an Agreement has been prepared to accomplish this and has been executed by Port Credit Lumber Company Limited, Casgrain Estates Ltd. and The Regional Municipality of Peel;

AND WHEREAS The Corporation of the City of Mississauga wishes to execute the Agreement.

NOW THEREFORE the Council of The Corporation of the City of Mississauga enacts as follows:

1. That the Agreement between Port Credit Lumber Company Limited, Casgrain Estates Ltd., The Corporation of the City of Mississauga and The Regional Municipality of Peel be executed on behalf of The Corporation of the City of Mississauga by the Mayor and Clerk and the Corporate seal be affixed thereto.

ENACTED AND PASSED this *18th* day of *August*, 1993.



[Signature]
Mayor
[Signature]
Clerk

THIS AGREEMENT made as of the day of April 1993;

BETWEEN: PORT CREDIT LUMBER COMPANY LIMITED,
 ("Port Credit")

Party of the First Part;

-and-

CASGRAIN ESTATES LTD.
 ("Casgrain")

Party of the Second Part;

-and-

THE CORPORATION OF THE CITY OF MISSISSAUGA,
 (the "City")

Party of the Third Part;

-and-

THE REGIONAL MUNICIPALITY OF PEEL,
 (the "Region")

Party of the Fourth Part;

WHEREAS:

1. Port Credit is the registered owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Plan 43M-997, in the City of Mississauga, Regional Municipality of Peel (the "Property");
2. In order to commence development of the Property, Port Credit has entered into the following agreements:
 - (a) Financial Agreement dated the 7th day of July 1989 between Port Credit, the City and the Region;
 - (b) Servicing Agreement passed by the Region on July 13, 1989 and the City on March 26, 1990 between Port Credit, the City and the Region; and

- 2 -

- (c) Subdivision Agreement between Port Credit, the City and the Region registered on February 12, 1991 as Instrument No. LT1198017;

(collectively, the "Agreements");

3. Port Credit has sold the Property to 882814 Ontario Ltd. pursuant to an agreement of purchase and sale dated the 20th day of March 1993 (the "Purchase Agreement") and 882814 Ontario Ltd. has directed title to the Property into the name of Casgrain;

4. Pursuant to the terms of the Purchase Agreement, 882814 Ontario Ltd. agreed to assume all the covenants, agreements and obligations of Port Credit under the Agreements;

4. Port Credit has requested of the City and the Region that it be relieved of its covenants, agreements and obligations under the Agreements, and the City and Region have agreed so to release Port Credit upon the terms and conditions hereinafter set forth;

NOW THEREFORE this agreement witnesseth that in consideration of the sum of \$2.00 and other good and valuable consideration paid to each of the parties hereto by each other party, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Casgrain covenants and agrees to and with Port Credit, the City and the Region that it will, from the date of registration of the transfer to the Property to Casgrain (the "Closing Date"), make all payments due and owing and perform all covenants, conditions, and obligations under the Agreements and shall fully assume all the obligations Port Credit may have with the City or the Region pursuant to the Agreements to the same extent as if Casgrain had been an original party to the Agreements.

2. Casgrain hereby indemnifies and saves harmless Port Credit from any and all actions, suits, debts, costs, loss, charges, demands and expenses whatsoever arising out of or in connection with the Agreements.

3. Port Credit shall continue to be liable and will indemnify Casgrain, the City and the Region for all actions, suits, debts, costs, loss, charges, demands and expenses arising out of a breach of the Agreements prior to the Closing Date.

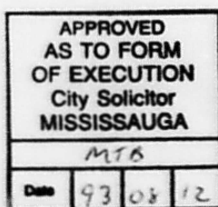
4. The City and Region hereby release and forever discharge Port Credit from any and all actions, causes of action, suits, costs, loss, charges, debts, bonds, covenants, claims and demands for damages, interest and costs arising out of or in connection with the Agreements, such release to be effective as and from the Closing Date.

- 3 -

4. This agreement and everything herein shall be binding upon the parties hereto and their respective successors and assigns.

5. This agreement may be executed in two or more counterparts and together such counterparts shall be a valid and binding agreement upon the parties hereto.

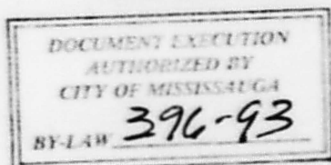
IN WITNESS WHEREOF the parties hereto have executed this agreement by the hands of their respective authorized officers in that behalf.



THE CORPORATION OF THE CITY OF MISSISSAUGA

per: *[Signature]*
MAYOR

per: *[Signature]*
CLERK



THE REGIONAL MUNICIPALITY OF PEEL

per: _____

per: _____

PORT CREDIT LUMBER COMPANY LIMITED

per: *[Signature]*
Warren Kornblum, President

CASGRAIN ESTATES LTD.

per: *[Signature]*
Carolyn A. Ozimek - Pres.

per: _____

I have authority to bind the Corporation.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER

396-93

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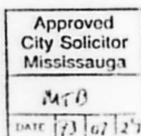
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ENACTED AND PASSED this *18th* day of *August*, 1993.



[Signature]
Mayor

[Signature]
Clerk

THIS AGREEMENT made as of the day of April 1993;

BETWEEN: PORT CREDIT LUMBER COMPANY LIMITED,
 ("Port Credit")

Party of the First Part;

-and-

CASGRAIN ESTATES LTD.
 ("Casgrain")

Party of the Second Part;

-and-

THE CORPORATION OF THE CITY OF MISSISSAUGA,
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2. Casgrain hereby indemnifies and saves harmless Port Credit from any and all actions, suits, debts, costs, loss, charges, demands and expenses whatsoever arising out of or in connection with the Agreements.

3. Port Credit shall continue to be liable and will indemnify Casgrain, the City and the Region for all actions, suits, debts, costs, loss, charges, demands and expenses arising out of a breach of the Agreements prior to the Closing Date.

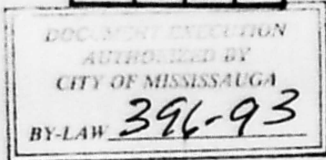
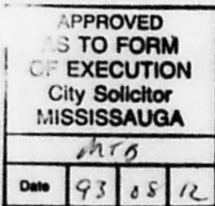
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- 3 -

4. This agreement and everything herein shall be binding upon the parties hereto and their respective successors and assigns.

5. This agreement may be executed in two or more counterparts and together such counterparts shall be a valid and binding agreement upon the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement by the hands of their respective authorized officers in that behalf.



THE CORPORATION OF THE CITY OF MISSISSAUGA

per: [Signature]
Mayor

per: [Signature]
Clerk

THE REGIONAL MUNICIPALITY OF PEEL

per: _____

per: _____

PORT CREDIT LUMBER COMPANY LIMITED

per: [Signature]
Warren Kornblum, President

CASGRAIN ESTATES LTD.

per: [Signature]
Carolyn A. Ozimek Pres.

per: _____

I have authority to bind the corporation.

Memorandum



bylaw 396-93

TO: Karin Ann Brent

FROM: Mary Brennan - Office of the City Solicitor

DATE: September 21, 1993

RE: Port Credit Lumber Company Limited
Our File No.: 43M-997

RECEIVED

REGISTRY No. 7276

DATE SEP 23 1993

FILE No.

CLERK'S DEPARTMENT

I was wondering if you could assist me with the above matter. I am enclosing, for your information, a copy of your memorandum to Shelley Pohjola, dated August 19, 1993.

I assume that, following this enactment of the by-law, the agreements, which I believe were with the by-law, would be executed by the Mayor and the Clerk.

I do not know what became of them after that, or if, perhaps, they are still sitting unexecuted.

It is a rather unusual situation because the agreement provided for execution in counterpart, and whereas all the parties, other than the City, had previously executed the agreement, there is no one copy of the agreement that has all the signatures on it.

If I could have two or three executed copies of the agreement, I would forward them to the other solicitor so that they can be dealt with.

I would attempt to ask that she try to catch up with the other parties and have everybody execute these agreements, as I do not believe it is appropriate for registration purposes to register a number of agreements, and I know that we would like to have one with the by-law that is fully executed by all parties.

If you have any questions or concerns about this, please do not hesitate to call me.

Mary Brennan
Mary Brennan
Barrister and Solicitor
ext. 5396

MB:lb:bf:93/10/05

*5 of the signed
agreements to
Mary Brennan
Sept 23/93*

*(NB) Regional execution
on separate agreements*

may give notice to the Owner to effect any maintenance or repair of the encroachments within such time as the City may deem reasonable, as set out in the notice and the Owner shall effect such maintenance and repair within the time so stated, at the Owner's expense.

3. The Owner shall insure and keep insured at all times, at the Owner's expense, both the Owner and with the City as an additional insured under a comprehensive general liability policy of insurance with an insurance company licensed to carry on business in Ontario, which policy of insurance shall conform to the following requirements:
 - (a) The policy shall cover all risks associated with the encroachments, including, without limiting the foregoing, their maintenance and repair, their existence upon the highways, occupier's liability and any and all other risks usually covered under a comprehensive general liability and any and all other risks usually covered under a comprehensive general liability policy;
 - (b) The limits of coverage shall be at least TWO MILLION DOLLARS (\$2,000,000.00) per occurrence;
 - (c) The policy shall contain a waiver of subrogation against the City, its elected officials, employees, agents and contractors, and the Owner;
 - (d) The policy shall have provisions for cross liability and severability of interests as between the City and the Owner;
 - (e) The owner open to provide to the City at least 30 days prior written notice of the effective date of any cancellation of the policy.
4. Upon written request to the Insurance and Risk Department of the owner, the Owner shall deliver to the City evidence of the insurance required under this Agreement to the satisfaction of the City's Commissioner of Finance.

5. The Owner hereby covenants and agrees to indemnify, keep indemnified and save harmless the City, its elected officials, employees, agents and contractors, of and from any and all claims, demands, actions, causes of action, other proceedings, liability for damages, costs and expenses, including its or their own legal fees and costs, which may be brought against it or them or for which it or they may become liable or incur in respect of personal injury, including personal injury causing death or psychological trauma, property damage and any other consequential damages and losses sustained by any person arising out of or occasioned by the presence upon the highways of the encroachments, the condition or state of repair of the encroachments and the breach of any of the provisions of this Agreement by the Owner and including, without limiting the generality of the foregoing, any negligent act or omission of the Owner, its employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

6. The obligation of the Owner to indemnify the City, its elected officials, employees, agents and contractors, under this Agreement shall not and does not confer upon the Owner any right or authority to settle or to take any steps or proceedings or to do anything in the name of the City, with respect to any claim, demand, action or other proceedings which may be brought against the City and in respect of which the Owner is obligated to indemnify the City and the City shall have full and unfettered power and authority to take all steps, proceedings, and to finally settle any and all such claims, demands, actions or other proceedings except to the extent the Owner's insurance referred to in paragraph 3 applies, and the Owner shall pay to the City, forthwith upon written demand, any and all sums from time to time, in respect of which the Owner has an obligation to indemnify the City, including the amount of any such settlement, and costs and expenses in that respect.

7. The Owner hereby remises, releases and forever discharges the City, its elected officials, employees, agents and contractors, of and from any and all claims, actions, causes of action and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of or occasioned by the presence upon the highway of the encroachments, the condition or state of repair of the encroachments, the condition of state of repair of the highway and the acts and omissions of the City, its elected officials, employees, agents and contractors in carrying out any snow ploughing or maintenance or repair works upon the highway and the Owner covenants not to bring any such claim, demand, action or other proceeding against any other person or persons who might claim contribution or indemnity therefor over against the City, its elected officials, employees, agents and contractors. Paragraph seven (7) shall not apply to any wilful or negligent acts on the part of the City as elected officials, employees, agents or contractors or the consequence thereof.

8. The City may give notice to the Owner to remove the encroachments in any one or more of the circumstances listed hereunder in clauses (a) through (d), in which case the Owner shall, at the Owner's expense, and without any entitlement to compensation from the City for or in respect of the encroachments, remove the encroachments from the highways and restore the surface of the highways to a level and graded condition, forthwith upon receiving notice from the City to do so:
- (a) In the event that the City requires the use of the highways for the purpose of constructing, installing or undertaking any public works thereon which, in the opinion of the City, reasonably requires the removal of the encroachments;
 - (b) The Owner is in default of any of the obligations of the Owner under this Agreement and has remained in default for seven days after the City has given notice of such default to the Owner;
 - (c) In the opinion of the City, the encroachments have deteriorated or fallen into disrepair to the extent that they should not be repaired or replaced; or
 - (d) The Owner conveys the adjoining land to another party who has not obtained permission from the City to maintain and use the encroachments and who has not entered into an Encroachment Agreement satisfactory to the City.
9. In addition to any other remedies which the City may have at law or in equity to enforce the provisions of this Agreement or with respect to the encroachments, and without limiting the same, if the Owner becomes in default of any of the obligations of the Owner under this Agreement, the City may, in its absolute and uncontrolled discretion, make any payment, carry out any work, or do any other thing which it is the obligation of the Owner to do under this Agreement and the Owner shall forthwith upon demand, reimburse the City for any sums so paid, and any and all costs and expenses incurred by the City in carrying out any such work or doing those things. For this purpose, the costs and expenses incurred by the City shall include the wages and benefits paid to or in respect of any employees of the City in respect of the time during which such employees were occupied with carrying out, supervising or administering the carrying out of such work or things and the replacement cost of any materials owned by the City and used in connection with the same and an amount equivalent to the amount that would have been the reasonable rental cost of any City owned equipment used in that connection if the same were not owned by the City, as well as any other costs or expenses incurred by the City.

10. For the purposes of carrying out its remedies under this Agreement or at law, the City shall have the right and easement to enter upon the adjoining land, by its employees, agents and contractors and its or their vehicles, equipment, supplies and materials and the Owner shall execute such further assurances as may be necessary to provide such an easement over the adjoining land.
11. It is acknowledged and agreed that the permission hereby granted cannot and does not create in the Owner an interest or easement in, over or upon the highways upon which the encroachments are located.
12. The permission hereby granted to maintain and use the encroachments is personal to the Owner and shall continue only so long as the Owner continues to be the registered Owner of the adjoining land and shall terminate upon the Owner ceasing to be such registered Owner. Notwithstanding the termination of the permission to maintain and use the encroachments as aforesaid, subject to the provisions of paragraph 13, the Owner shall continue to be bound under this Agreement and shall not be released therefrom until either of the following circumstances have occurred:
 - (a) The encroachments have been removed from the highways and the highways have been restored to a condition satisfactory to the City; or
 - (b) The City has enacted a by-law granting permission to another party who has or will become the registered owner of the adjoining land or part thereof, to maintain and use the encroachments and such party has entered into an Encroachment Agreement which is satisfactory to the City in that respect and there are no outstanding obligations of the Owner under this agreement including payments to or reimbursement of the City.
13. Notwithstanding the occurrence of either of the circumstances under clauses 12(a) and (b) the Owner shall continue to be bound to indemnify the City its elected officials, employees, agents and contractors under this agreement in respect of any injury, damage or loss suffered after this Agreement is entered into and before the Owner is released under paragraph 12.
14. The City may, in its absolute and sole discretion, grant such extensions of time for performance of the obligations of the Owner under this Agreement as it deems reasonable or necessary; Provided that no such extension, nor any other indulgence granted by the City, nor any

SCHEDULE 'A' TO THE ENCROACHMENT AGREEMENT

#3225 - 3359 MISSISSAUGA ROAD

(objects placed in or on highway by adjoining owners)

DATED the 3 day of June, 1992³.

Part of Lots 3, 4 and 5 Ranges 1, 2 and 3, North of Dundas Street, Racey Tract, Credit Indian Reserve and part of Block M on Registered Plan 550.

SCHEDULE 'B' TO THE ENCROACHMENT AGREEMENT

(objects placed in or on highway by adjoining owners)

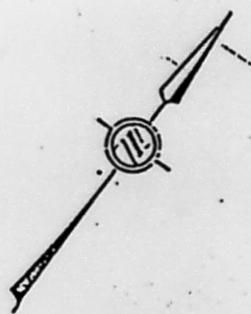
Dated the 3 day of June

19⁹³~~78~~

MISSISSAUGA ROAD



N 45°25'30" E



LOT 3

RACEY

RANGE 1

TRACT

NORTH

(CREDIT

PLAN



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 398-93

**A By-Law to authorize the execution
of a Sanitary Sewer Easement**

WHEREAS The Corporation of the City of Mississauga desires to convey to the Regional Municipality of Peel a Sanitary Sewer Easement over part of Parcels GG-1 and JJ-1 being part of Blocks II and JJ on Plan M-58 described on Parts 37, 38, 39 and 40 on Plan 43R-19593 and Part of the Road Allowance between Lots A and 1, Concession 2, North of Dundas Street, closed by By-law 10289, Instrument No. 247204 VS and more particularly described as Parts 2 and 7 on Plan 43R-19593;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. THAT the Permanent Sanitary Sewer Easement in favour of the Regional Municipality of Peel over

FIRSTLY:

Part of Parcels GG-1 and JJ-1, Section M-58, being part of Blocks II and JJ, Plan M-58, more particularly described as Parts 37, 38, 39 and 40, Plan 43R-19593;

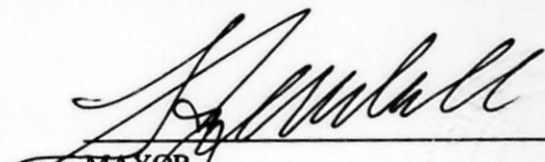
SECONDLY:

Part of Road Allowance between Lots A and 1, Concession 2, North of Dundas Street, as closed by By-Law 10289, Instrument No. 247204VS, more particularly described as parts 2 and 7, Plan 43R-19593;

be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

ENACTED and PASSED this 18th day of August, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
M73			
Date	93	08	13


MAYOR


CLERK

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

FOR OFFICE USE ONLY

(1) Registry ☒ Land Titles ☒ (2) Page 1 of 3 pages (3) Property Identifier(s) Block Property (4) Consideration TWO----- Dollars \$ 2.00 (5) Description This is a: Property Division ☐ Property Consolidation ☐ In the City of Mississauga, in the Regional Municipality of Peel, being: FIRSTLY: Part of Parcels GG-1 and JJ-1, Section M-58, being part of Blocks II and JJ, Plan M-58, more particularly described as Parts 37, 38, 39 and 40, Plan 43R-19593. See Schedule "A" attached hereto.	Additional: See Schedule ☐ Additional: See Schedule ☐
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(6) This Document Contains New Easement ☒ Other	(b) Schedule for: Description ☒ Additional Parties ☐ Other ☒	(7) Interest/Estate Transferred Easement
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(8) Transferor(s) The transferor hereby transfers the land to the transferee

Name(s) THE CORPORATION OF THE CITY OF MISSISSAUGA	Signature(s) Per: <i>[Signature]</i> Name: <i>THOMAS MC CALLION</i> Title: <i>Mayor</i>	Date of Signature Y M D 1992 8 23
--	---	--

We have the authority to bind the Corporation *UNDER BY-LAW 598-93*

Per: <i>[Signature]</i> Name: <i>THOMAS MC CALLION</i> Title: <i>Clerk</i>	Date of Signature Y M D 1992 8 23
---	--

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y M D
----------------	---------------------	---------------------------------------

(10) Transferor(s) Address for Service 300 City Centre Drive, Mississauga, Ontario L5B 3C1

(11) Transferee(s)

THE REGIONAL MUNICIPALITY OF PEEL	Date of Birth Y M D
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(12) Transferee(s) Address for Service 10 Peel Centre Drive, Brampton, Ontario L6T 4B9

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature Date of Signature Y M D	Signature Date of Signature Y M D
--	--

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Signature Date of Signature Y M D
--------------------------------------	--

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Signature Date of Signature Y M D
--------------------------------------	--

(15) Assessment Roll Number of Property	Cty Mun Map Sub Par	NOT ASSIGNED	(16) Municipal Address of Property NOT ASSIGNED	(17) Document Prepared by: BORDEN & ELLIOT SCOTIA PLAZA 40 KING STREET WEST TORONTO, ONTARIO M5H 3Y4 ATTENTION: D.L. Baughan (jr)
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Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

In the City of Mississauga, in the Regional Municipality of Peel (formerly in the Township of Toronto, County of Peel), being:

FIRSTLY:

Part of Parcels GG-1 and JJ-1, Section M-58, being part of Blocks II and JJ, Plan M-58, more particularly described as Parts 37, 38, 39 and 40, Plan 43R-19593.

SECONDLY:

Part of Road Allowance between Lots A and 1, Concession 2, North of Dundas Street, as closed by By-Law 10289, Instrument No. 247204VS, more particularly described as Parts 2 and 7, Plan 43R-19593.

g:\dl\image\landsec.sch

FOR OFFICE
USE ONLY

Additional Property Identifier(s) and/or Other Information

1. This Schedule is attached to a:

Transfer/Deed of Land
2. Additional Property Identifiers and/or Other Information:

WHEREAS the dominant tenement of the Transferee consists of the system of pipes of THE REGIONAL MUNICIPALITY OF PEEL situate in the Regional Municipality of Peel together with buildings and plants of the Region situate on lands owned by the Regional Municipality of Peel.

The Transferor hereby grants, conveys and transfers unto the Transferee its successors and assigns, forever, the right, interest and easement on, over, under and through the servient tenement for the following purposes, namely, to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair all and any utilities whatsoever and without restricting the generality herein to include SANITARY SEWERS, DRAINS, WATERMAINS, HYDRANTS AND RELATED APPURTENANCES and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Transferee shall have access to the servient tenement at all times by its servants, agents, contractors, licensees and assignees and its or their vehicles, supplies and equipment.

The Transferor hereby agrees that the Transferee shall have the right to sever, fell, cut, trim and remove at any time all trees, shrubs, bushes and branches, stumps and roots, and to prevent or control the growth of same within the limits of the servient tenement which may at any time interfere with or endanger the operation of the SEWERS, WATERMAINS AND HYDRANTS.

The Transferor hereby promises the Transferee that no other easement will be granted over the servient tenement prior to registration of this document.

The rights and easement hereby transferred are subject to the Transferee restoring the servient tenement to as close to its original condition insofar as reasonably possible after any construction or maintenance work is completed.

The Transferor, for itself, its successors and assigns, covenant with the Transferee, its successors and assigns to keep the servient tenement free and clear of any buildings structures or obstructions; not to deposit on or remove any fill from the servient tenement and not to do or suffer to be done any other thing which might injure or damage the said utilities.

The Transferor covenants with the Transferee that it has the right to convey this easement to the Transferee notwithstanding any act of the Transferor.

The Transferor covenants with the Transferee that it will execute such further assurances of the servient tenement in respect of this Grant as may be requisite.

The Transferor releases to the Transferee all its claims upon the estate herewith conveyed.



THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 399-93

A By-Law to authorize the execution of a
License Agreement

WHEREAS The Corporation desires to enter into a License Agreement with Unitel Communications Inc. for the use of certain lands lying in and under part of the Municipal Highways known as Goreway Drive, American Drive and Northwest Road for the installation of copper and fibre optic cable systems;

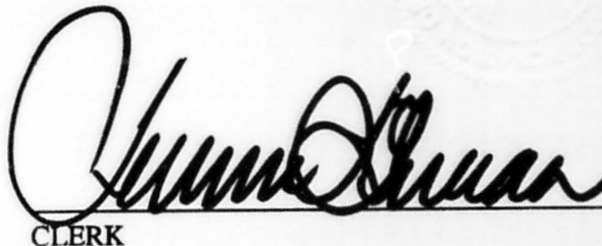
NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That a License Agreement dated the 4th day of June, 1993 with Unitel Communications Inc. for the use of lands lying in and under part of the Municipal Highways known as Goreway Drive, American Drive and Northwest Road for the installation of copper and fibre optic cable systems, location of which is shown on Schedule 'A', for a term of one (1) year commencing January 1, 1993 and shall be renewed automatically thereafter from year to year at an annual rental of \$4,920.00, be executed by the Mayor and Clerk and the Corporate Seal be affixed thereto.

ENACTED and PASSED this 18th day of August, 1993.

APPROVED AS TO FORM OF EXECUTION City Solicitor MISSISSAUGA			
<u>Ed's</u>			
Date	93	08	17


MAYOR


CLERK

